



A G E N D A
BOARD OF SUPERVISORS
DEL NORTE COUNTY
STATE OF CALIFORNIA
981 H STREET, ROOM 100 / VIA
Zoom (media.co.del-norte.ca.us)
CRESCENT CITY, CA 95531

TUESDAY, DECEMBER 14, 2021

REGULAR MEETING

10:00 AM

*The Board of Supervisors of the County of Del Norte and the governing body of all other special assessment and taxing districts, for which said Board so acts, is now meeting in regular session. Only those items that indicate a specific time will be heard at the assigned time. All other items may be taken out of sequence to accommodate the public and staff availability. Items followed with a ** indicate material attached in the agenda packet.*

A closed session may be held at some time during the meeting to discuss litigation and/or personnel matters. There is a 90-day statute of limitations relating to decisions rendered after a public hearing of the Board of Supervisors and a 60-day statute of limitations relating to ministerial actions of the Board of Supervisors. NOTE: If you challenge the decision of the Board of Supervisors in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in the notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing. (Govt. Code § 65009). When providing written correspondence to the Board of Supervisors you must provide a copy to the Clerk of the Board for inclusion in the official record.

Due to the ongoing COVID-19 issues, the Governor of the State of California has issued Executive Order N-29-20 and Order N-25-20 establishing social distancing measures and suspending provisions of the Brown Act. For this reason we ask that you:

PLEASE SUBMIT ANY PUBLIC COMMENTS AHEAD OF TIME IF AT ALL POSSIBLE. Please visit <http://www.co.del-norte.ca.us/> for a public comment form. Your comment will be limited to 3000 characters. Your comment will be read aloud during the public comment period. Please submit only one comment per agenda item and only one general public comment.

VIEW THE MEETING AND COMMENT REMOTELY. A link to view the meeting will be posted on <http://www.co.del-norte.ca.us/>. Public comment on ALL agenda items as well as general public comment will be taken at the prescribed time for public comment via instructions provided on the website. Please submit only one comment per agenda item and only one general public comment.

IF YOU REQUIRE AN ACCOMMODATION DUE TO DISABILITY under the Americans with Disability Act that does not allow you to participate remotely or provide written comment ahead of the meeting **YOU MUST** notify the Clerk of the Board at least 24 HOURS in advance of the meeting and a reasonable accommodation will be made.

INDIVIDUALS WHO ARE NOT FULLY VACCINATED AGAINST COVID-19 MUST WEAR A FACE COVERING INSIDE COUNTY FACILITIES, INCLUDING WHILE ATTENDING A BOARD OF SUPERVISORS MEETING IN-PERSON. TO FURTHER PROTECT COUNTY EMPLOYEES AND THE PUBLIC, IT IS STRONGLY ADVISED THAT ALL INDIVIDUALS WEAR FACE COVERINGS IN INDOOR PUBLIC SETTINGS.

Due to the California Division of Occupational Safety and Health's (Cal/OSHA) COVID-19 Emergency Temporary Standards (ETS) and Governor Newsom's Executive Order N-09-21, individuals who are not fully vaccinated against COVID-19 are required to wear face coverings in indoor public settings. If you are not fully vaccinated, and cannot wear a face covering, you may watch and participate in the Board Meeting via Zoom, or you may watch the meeting via the County's YouTube Live Stream and submit written public comment up to one (1) hour prior to the beginning of the meeting.

"Fully vaccinated" means that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).

"Face covering" means a surgical mask, a medical procedure mask, a respirator, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.

CLOSED SESSION 8:30 A.M.

Public Comment on Closed Session items only.

Hold a closed session to consider and discuss litigation and personnel matters:
Conference with Legal Counsel- Existing litigation pursuant to Government Code 54956.9(d)(1)—none; Initiation of litigation Conference with Legal Counsel pursuant to Govt' Code 54956.9(d)(4) – none; Pursuant to 54957(b)(1) Conference with Labor Negotiators pursuant to Government Code 54957.6 between County Negotiator: Neal Lopez, CAO and Employee Organization: IHSS; County Negotiator: Will Folger, Unrepresented Groups.

REGULAR SESSION 10:00 A.M.

10:00 A.M. Call the meeting to order and take roll.

- Moment of Reflection
- The Pledge of Allegiance to be led by Chris Howard, Chair.
- Introduction of new employees to the Board of Supervisors

- Report of any actions from closed session by County Counsel.
- The Chair requests any deletions, corrections or additions from Board members to the agenda at this time. In order to add an item to the agenda, the matter must have come to the attention of the County subsequent to the posting of the agenda and the matter requires action before the next regular meeting of the Board of Supervisors.
- Receive other brief reports or announcements relative to the County of Del Norte programs and projects, progress of the two by two committees, goal committees and/or Board and staff travel/training reports.

CONSENT AGENDA

Comments from members of the public may be heard at this time regarding matters on the Consent Agenda only.

1. [Approve and adopt the minutes from the November 09, 2021 Board of Supervisors meeting.**](#)
2. [Approve and adopt the Minutes from the November 24, 2021 Board of Supervisors Special Session.**](#)
3. [Approve and adopt the 2022 Board of Supervisors meeting and holiday schedule.**](#)
4. [Approve and adopt a Proclamation in appreciation and gratitude for the support, service and partnership of the California Highway Patrol, Crescent City Office as requested by Chair Howard.**](#)
5. [Receive and review the finalized Board of Supervisors comment letter relating to the State's redistricting process, as previously directed by the Board.**](#)
6. [Approve a resolution determining that no change in the allocation of property tax revenue would occur as a result of a change in the service responsibilities of the Hunter Valley Community Services District \(HVCSD\), as required under the Revenue and Taxation Code \(RTC\), prior to LAFCO approving the activation of latent Parks and Recreation Powers as requested by the Assistant County Administrative Officer.**](#)
7. [Approve and appoint Supervisor Hemmingsen as the Delegate and Supervisor Short as the Alternate to the Rural Representatives of California \(RCRC\) Board of Directors for the 2022 year as requested by Chair Howard.**](#)
8. [Approve and appoint Supervisor Hemmingsen as the Delegate and the Director of the Solid Waste Management Authority Tedd Ward as the Alternate to the](#)

Environmental Services Joint Powers Authority Board of Directors for the 2022 year as requested by Chair Howard.**

9. Approve and authorize the Chair to sign the First Amendments to Agreements 2021-082; 2021-099 and 2021-100 for Public Defender Services as requested by the County Administrative Officer.**
10. Approve and authorize the Office of Emergency Services to accept a donation of a used trailer from Humboldt Bay Fire for use by the Del Norte County Community Emergency Response Team (CERT) as requested by the Assistant County Administrative Officer.**
11. Approve and authorize the Chair to sign the Intergovernmental Agreement regarding transfer of public funds between the California Department of Health Care Services (DHCS) and Del Norte County Department of Health and Human Services (DHHS) with the term beginning January 01, 2021 through June 30, 2024 and the estimated contribution amount is \$479,856.00 as requested by the Director of Health and Human Services.**
12. Approve and authorize the Chair to sign the attached Agreement with the Department of Housing and Community Development to provide housing navigation services to youth in Del Norte County upon approval through June 30, 2024 in the amount of \$6,370.00 as requested by the Director of Health and Human Services.**
13. Approve and authorize the Chair to sign the attached Agreement with the Department of Housing and Community Development to provide transitional housing services to youth in Del Norte County upon approval through June 30, 2024, in the amount of \$1,600.00 as requested by the Director of Health and Human Services.**
14. Approve and authorize the Chair to sign the Agreement for Residential Treatment and Detoxification Services with Empire Recovery Center for the period July 01, 2021 to June 30, 2022, not to exceed \$30,000.00 as requested by the Director of Health and Human Services.**
15. Approve and authorize the Chair to sign the Agreement for Mental Health Rehabilitation Services with Willow Glen Care Center, Cedar Grove for the period July 01, 2021 to June 30, 2022, not to exceed \$150,000.00 as requested by the Director of Health and Human Services.**
16. Approve and authorize the Chair to sign the Agreement with Kings View Corporation to provide telepsychiatry services to the Department of Health and Human Services, Behavioral Health Branch for the period of July 01, 2021 to June 30, 2022, not to exceed \$625,400.00 as requested by the Director of Health and Human Services.**

17. Approve and authorize the Chair to sign the Agreement with BHC Heritage Oaks Hospital, Inc. for Psychiatric Inpatient Hospital Services from July 01, 2021 through June 30, 2022, not to exceed \$40,000.00 as requested by the Director of Health and Human Services.**
18. 1) Approve the updated classification descriptions for the Deputy Sheriff I/II/III classifications; 2) approve the updated classification description for the Public Health Nutrition Manager I/II classification; 3) establish one (1) new position allocation within the WIC program at the Department of Health and Human Services, Public Health Branch; and 4) direct Human Resources to amend the adopting staffing chart as requested by the Human Resources/Risk Manager.**
19. Approve and authorize the Chair to sign a letter related to the vacant District Ranger position for the Gasquet Ranger District, as requested by the Natural Resources Goal Committee.**
20. Approve and appoint Ryan Cooley as an additional member with aviation expertise to the Del Norte County Airport Land Use Commission as requested by the Director of the Community Development Department.**
21. Direct staff to apply to the State Water Resources Control Board for a Technical Assistance Grant to develop a Sewer Rate Study as requested by the Director of the Community Development Department.**
22. Approve the First Amendment to the Agreement for Hospital Preparedness Program Grant Cooperative Agreement for Subaward Funding with Del Norte Ambulance (Del Norte County Agreement No. 2021-075) and authorize the County Administrative Officer to sign the Agreement as requested by the County Administrative Officer.**
23. Approve and authorize the Chair to sign the Cooperative Agreement for Subaward Homeland Security Grant Program (HSGP) funding between the Office of Emergency Services and the Smith River Fire Protection District as requested by the County Administrative Officer.**
24. Approve and authorize the Chair to sign the Memorandum of Understanding (MOU) between the Superior Court of California, County of Del Norte and the Del Norte County Probation Department for funding related to a Pretrial Assessment Services Program as requested by the Chief Probation Officer.**

SCHEDULED ITEMS

25. 10:25 A.M. COMMENT PERIOD: Members of the public may address the Board on matters which are within the jurisdiction of the Board. If you are addressing the Board regarding a matter listed on the agenda, you may be asked to hold

your comments until the Board takes up that matter. Please limit your comments to three minutes or less.

26. 10:30 A.M. Assemblyman Wood update. (Jim Wood, Assemblymember District 2)
27. [10:45 A.M. 1\) Receive a presentation by Michael Mavris of his award winning essay titled "What does the Theme Six Rivers, Many Peoples, One Tree Mean to Me?"; and 2\) approve and adopt a Proclamation honoring Michael for being the selected youth tree lighter of "Sugar Bear the Capital Christmas Tree" as requested by Supervisor Starkey.**](#)
28. 10:55 A.M. Collective Good update (Heather Snow, Director of Health and Human Services)
29. [11:05 A.M. 1\) Consider public input and discuss draft local supervisorial district maps; and 2\) approve and adopt a resolution ratifying one of the draft local supervisorial district maps and finalizing the 2020 local redistricting process as requested by Assistant County Counsel.**](#)

REGULAR ITEMS

GENERAL GOVERNMENT:

30. [1\) Introduce AN ORDINANCE OF THE DEL NORTE COUNTY BOARD OF SUPERVISORS ADDING SECTION 16.04.42 TO DEL NORTE COUNTY CODE RELATED TO THE CORRECTION AND MODIFICATION OF A RECORDED SUBDIVISION MAP; 2\) Set a hearing to adopt the ordinance on January 11, 2022 and 3\) designate County Counsel to prepare a summary of the ordinance for publication as requested by the Director of the Community Development Department.**](#)
31. [1\) Introduce AN ORDINANCE ADDING CHAPTER 16 RELATED TO PROVIDING AN EXPEDITED STREAMLINED PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS AND CHAPTER 17 RELATED TO EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS TO TITLE 14 OF THE DEL NORTE COUNTY CODE 2\) set a hearing to adopt the ordinance on January 11, 2022; and 3\) designate County Counsel to prepare a summary of the ordinance for publication as requested by the Director of the Community Development Department.**](#)
32. [Approve and adopt a Resolution to set tax rates for cannabis retail and manufacturing transactions within the range approved by voters in Measure B for calendar year 2022 as requested by the Treasurer-Tax Collector.**](#)

BUDGET TRANSFERS:

33. [Approve and adopt Budget Transfer #11-04 in the amount of \\$33,000.00 within the Miscellaneous Revenues, Expenditure and Department of Agriculture's Budget Unit to replace an aging vehicle as requested by the Agricultural Commissioner. **](#)
34. [Approve and adopt Budget Transfer #12-01 in the amount of \\$300,000.00 within the Public Health Budget Unit that utilizes the grant applied for through the California Department of Public Health for the California Equitable Recovery Initiative \(CERI\) as requested by the Director of Health and Human Services. **](#)
35. [Approve and adopt Budget Transfer #12-02 in the amount of \\$1,757.00 within the Measure R Budget Unit to cover the cost incurred by the California Department of Tax and Fee Administration \(CDTFA\) as requested by the County Administrative Officer. **](#)

LEGISLATIVE AND BUDGET ISSUES:

Consider miscellaneous legislative and budget matters pertinent to the County of Del Norte. Authorize the Chair to sign and send appropriate letters with respect to matters pending before the state or federal governments.

36. [Approve and authorize the use of Capital Improvement funding in the Fiscal Year 2021/2022 adopted budget in the amount of \\$14,840.00 for the replacement of eight \(8\) commercial overhead doors at the Agriculture/Animal Control Department as requested by the County Administrative Officer and the Director of Building Maintenance and Parks. **](#)
37. [Approve the County Administrative Officer \(CAO\) to sign the "Return of Funds for 2020-21" letter from Trindel Insurance Fund \(Trindel\) requesting that a portion of excess funds be transferred between insurance programs for the County of Del Norte and have the remainder of the excess funds returned to the County and authorize the Auditor-Controller to establish a Special Revenue Fund to deposit and account for the funds that are returned as requested by the CAO and the Auditor-Controller \(Auditor\). **](#)

ADJOURNMENT (Next meeting is January 11, 2022)

Kylie Goughnour, Clerk of the Board
County of Del Norte, State of California

Date Posted: December 10, 2021

THE AGENDA AND ACTION SUMMARY ARE AVAILABLE ON THE COUNTY WEBSITE:
www.co.del-norte.ca.us



**MINUTES
BOARD OF SUPERVISORS
COUNTY OF DEL NORTE
STATE OF CALIFORNIA**

REGULAR MEETING TUESDAY, NOVEMBER 09, 2021 10:00 A.M.

PRESENT:

Supervisor, Chris Howard, Chair
Supervisor, Bob Berkowitz, Vice-Chair
Supervisor, Darrin Short
Supervisor, Valerie Starkey
Supervisor, Gerry Hemmingsen
County Counsel, Joel Campbell-Blair
County Administrative Officer, Neal Lopez
Clerk of the Board, Kylie Goughnour

ABSENT:

None

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REGULAR SESSION 10:00 A.M.

10:00 A.M. Call the meeting to order and take roll.

- Moment of Reflection
- The Pledge of Allegiance to be led by Bob Berkowitz, District 5 Supervisor.
- Introduction of new employees to the Board of Supervisors

Action: None.

Report of any actions from closed session by County Counsel.

Action: The Board unanimously voted to initiate litigation which will remain confidential until the suit has commenced than the details will be available to anyone who makes a request.

The Chair requests any deletions, corrections or additions from Board members to the agenda at this time. In order to add an item to the agenda, the matter must have come to the attention of the County subsequent to the posting of the agenda and the matter requires action before the next regular meeting of the Board of Supervisors.

Action: None.

Receive other brief reports or announcements relative to the County of Del Norte programs and projects, progress of the two by two committees, goal committees and/or Board and staff travel/training reports.

Action:

Supervisor Short: Dealt with constituent concerns on local property crime and spoke with City PD and the Sheriff's Office regarding the issue, attended a meeting regarding a Web Based System for placing mental health patients across the state, attended the Northcoast EMS meeting, attended the Tri-Agency meeting, attended the Capitol Christmas Tree event, attended the Board of Equalization Special meeting, attended the City Council meeting, attended a meeting of the Request for Proposal selection committee for RCTA, attended the Bi-weekly COVID-19 check in hosted by DN Ambulance and also reviewed the Williams Settlement Report on Del Norte County schools.

Supervisor Starkey: Attended several of the redistricting meetings, attended the First 5 special meeting, participated in the Sugar Bear, US Capitol Christmas Tree event, attended the Local Behavioral Health meeting, attended the City Council meeting, dealt with constituent concerns about speeding on Pebble Beach Drive and attended a meeting with the Sheriff and Code Enforcement Officer about nuisance property on Del Mar.

Supervisor Howard: Participated in planning for the CSAC Annual meeting regarding AG and environmental resources for forest management, attended meetings with Supervisor Short prepping for the Tri-Agency item on today's Agenda, attended the annual meeting of the Humboldt County Farm Bureau for possible items on the Del Norte County Farm Bureau agenda, attended a meeting at CSAC related to open meetings, attended the Board of Equalization Special meeting, participated in Agenda review, attended a meeting with Supervisor Mike Wilson from Humboldt County to discuss the Redwood Coast Energy Cooperative regarding offshore wind power, attended the BCRAA meeting and attended a meeting with Supervisor Hemmingsen, County staff and Senator Padilla Staff regarding the Public Lands Act.

Supervisor Hemmingsen: Attended the NORTEC meeting, participated in the Capitol Christmas Tree event, attended the Board of Equalization Special meeting, attended a meeting with CDD staff and the Road department regarding drainage issues on California Street, attended the Offshore Wind Energy Forum at the Harbor District, attended the BCRAA meeting, attended a meeting with Supervisor Howard, County staff and Senator Padilla Staff regarding the Public Lands Act, attended a meeting with the Sheriff and Code Enforcement Officer about nuisance property on Del Mar, attended a meeting with Shawn Fresz from the California Department of Fish and Wildlife regarding issues on Point Saint George parking lot area and dealt with numerous calls from constituents regarding the state and local redistricting.

Supervisor Berkowitz: Attended the Board of Equalization Special meeting, attended a meeting with several constituents stating they're being kicked out of their rentals due to the landlords wanting to sell the home and no other rentals being available in the area and the local and state redistricting.

CONSENT AGENDA

Comments from members of the public may be heard at this time regarding matters on the Consent Agenda only.

Action: Approved. Supervisor Starkey pulled items #12, #13 and #14 for further discussion.

Motion: Move to approve

Move: Valerie Starkey

Second: Gerry Hemmingsen

Vote Yea: 5 Gerry Hemmingsen, Chris Howard, Bob Berkowitz, Valerie Starkey, Darrin Short

Vote Nay: 0

Vote Abstain: 0

1. Approved and adopted minutes from the October 26, 2021 Board of Supervisors meeting.**
2. Approved and adopted a proclamation honoring Guy and Alice Towers for their efforts in preserving the Saint George Reef Lighthouse.**
3. Approved and authorized the Chair to sign a comment letter supporting a Post Disturbance Hazardous Tree Management Project proposed by the Forest Service as requested by the Assistant County Administrative Officer.**
4. Approved and authorized the Sheriff to sign the addendum to the current Agreement with Securus to enable inmates to rent tablets for various purposes as requested by the Sheriff-Coroner.** **DNCOAGREE#2021-182**
5. Approved and authorized the Auditor-Controller to sign the Agreement with MGT of America Consulting to work with current County staff to prepare the County Wide Cost Allocation Plan as requested by the Auditor-Controller.** **DNCOAGREE#2021-183**
6. Approved and authorized the Chair to sign the Emergency Shelter and Local Assistance Center Agreement by and between the County of Del Norte and the First Baptist Church Crescent City as requested by the County Administrative Officer and Director of Emergency Services.** **DCNOAGREE#2021-184**

7. Approved and authorized the Chair to sign the Agreement between Del Norte County Unified School District (DNUSD), Del Norte Office of Education (DNCOE), Del Norte County Juveniles Probation Agency (Probation), and Del Norte Health and Human Services (DHHS-CWS), from January 01, 2021 through June 30, 2022 for the Del Norte Foster Youth Transportation Plan as requested by the Director of Health and Human Services.**

DNCOAGREE#2021-185

8. Approved and authorized the Chair to sign the Third Amendment to the Memorandum of Understanding (MOU) with Partnership HealthPlan of California (PHC), for the Local Innovation Grant on Housing extending the Agreement from December 31, 2022 to June 30, 2023, with funding received in the amount of \$493,118.00 as requested by the Director of Health and Human Services.** **DNCOAGREE#2021-186**

9. Approved and authorized the Chair to sign the Agreement with the California Department of Public Health (CDPH) for access to the CORD (COVID-19, Outreach and Rapid Deployment) Platform to provide COVID-19 data that will help guide planning and communication strategies as requested by the Director of Health and Human Services.** **DNCOAGREE#2021-187**

10. Approved and authorized the Chair to sign the Agreement with the Del Norte Child Care Council to parent education services from July 01, 2021 to June 30, 2022 not to exceed \$102,666.00 as requested by the Director of Health and Human Services.** **DNCOAGREE#2021-188**

11. Approved and authorized the donation of services from Kettlewell Custom Wood Flooring to refresh the Veterans Hall flooring not to exceed \$10,000.00 as requested by the Building Maintenance and Parks Director.**

12. Approved and appointed Supervisor Hemmingsen as the Delegate and Supervisor Short as the Alternate to the Golden State Finance Authority Board of Directors for the 2022 year as requested by Chair Howard.**

Action: Approved. Supervisor Starkey pulled this item for further discussion.

13. Approve and appoint Supervisor Hemmingsen as the Delegate and Supervisor Howard as the Alternate to the Rural Representatives of California (RCRC) Board of Directors for the 2022 year as requested by Chair Howard.**

Action: This item was tabled for a future Agenda due to inconsistency with the other RCRC appointments. Supervisor Starkey pulled this item for further discussion.

14. Approved and appointed Supervisor Hemmingsen as the Delegate and Supervisor Short as the Alternate to the Golden State Connect Authority Board of Directors for the 2022 year as requested by Chair Howard.**

Action: Approved. Supervisor Starkey pulled this item for further discussion.

15. Approved and adopted a Resolution reappointing Gerald D. Cochran to represent Del Norte County on the Board of Directors of the Golden Gate Bridge and Highway Transportation District.** **RESO#2021-047**
16. Approved and adopted the Power Outage Annex to the Emergency Operations Plan and direct the Office of Emergency Services to provide a copy of this plan and training to support its utilization to operational area partners as requested by the Assistant County Administrative Officer.**

SCHEDULED ITEMS

17. 10:25 A.M. COMMENT PERIOD: Members of the public may address the Board on matters which are within the jurisdiction of the Board. If you are addressing the Board regarding a matter listed on the agenda, you may be asked to hold your comments until the Board takes up that matter. Please limit your comments to three minutes or less.
18. 10:30 A.M. COVID-19 Update
19. 10:40 A.M. 1) Discuss and consider the draft supervisorial maps and public input; and 2) adopt one of the draft supervisorial maps as presented. (Autumn Luna, Assistant County Counsel)

Action: No action was taken.

REGULAR ITEMS

GENERAL GOVERNMENT:

20. Adjourned as the Board of Supervisors, reconvened as the Board of Equalization and approve the Assessment Appeal Withdrawal for Payless Drug Stores Northwest, Inc. (APN 118-100-023) RY 19/20 as requested by the Assessor's Office.**

Action: Approved.

Motion: Move to approve

Move: Gerry Hemmingsen
Second: Darrin Short

Vote Yea: 5 Gerry Hemmingsen, Chris Howard, Bob Berkowitz, Valerie Starkey, Darrin Short
Vote Nay: 0
Vote Abstain: 0

21. Adjourned as the Board of Equalization, reconvened as the Board of Supervisors and approved and Adopted the Memorandum of Understanding ("MOU") between the County of Del Norte and the Del Norte County Employees Association/SEIU Local 1021 (DNCEA/SEIU) effective September 1, 2021, to coincide with the expiration of the previous agreement as requested by the County Administrative Officer.**

Action: Approved. **DNCOAGREE#2021-189**

Motion: Move to approve
Move: Darrin Short
Second: Gerry Hemmingsen

Vote Yea: 5 Gerry Hemmingsen, Chris Howard, Bob Berkowitz, Valerie Starkey, Darrin Short
Vote Nay: 0
Vote Abstain: 0

22. Waived full reading, read by title only and adopted the 2021 Master Fee Ordinance and conduct a Public Hearing on the 2021 Master Fee Ordinance as requested by the County Administrative Officer.**

Action: Approved. **ORDINANCE#2021-006**

Motion: Move to approve
Move: Valerie Starkey
Second: Gerry Hemmingsen

Vote Yea: 5 Gerry Hemmingsen, Chris Howard, Bob Berkowitz, Valerie Starkey, Darrin Short
Vote Nay: 0
Vote Abstain: 0

- 23.1) Introduced "An Ordinance Repealing Sections 20, 21, 22, 23, 24 and 25 of Chapter Four of Title Two of the Del Norte County Code Relating to Supervisorial Districts"; and 2) designated County Counsel to prepare a summary of the Ordinance for publication as requested by County Counsel's Office.**

Action: Approved.

Motion: Move to approve

Move: Gerry Hemmingsen

Second: Bob Berkowitz

Vote Yea: 5 Gerry Hemmingsen, Chris Howard, Bob Berkowitz, Valerie Starkey, Darrin Short

Vote Nay: 0

Vote Abstain: 0

24. Discuss and appoint a Supervisor to replace Supervisor Berkowitz as the County's representative to the National Association of Counties (NACo) Public Lands Steering Committee with term ending July 30, 2022.**

Action: This item was tabled for a future Agenda.

25. Discuss and take possible action on using budgeted travel funds to send the NACo appointed Supervisor to the NACo 2022 Legislative Conference being held in Washington D.C on February 12 -16, 2022 as requested by Supervisor Berkowitz.

Action: This item was tabled for a future Agenda.

26. Discuss and take possible action on using budgeted travel funds for the appointed NACo Supervisor to attend the NACo 2022 Annual Conference being held in Adams County/Aurora, Colorado on July 21 – 24, 2022 as requested by Supervisor Berkowitz.

Action: This item was tabled for a future Agenda.

- 27.1) Discussed the proposed Congressional, Assembly and Senate District Maps proposed by the California Citizens Redistricting Commission and decide which maps would provide the best representation for Del Norte County; and 2) take possible action to direct staff to draft a letter of support for the chosen maps to be addressed to the California Citizens Redistricting Commission that will be presented for final approval of endorsement at the December 14th, 2021, Board of Supervisors meeting as requested by Supervisor Short.**

Action: The Board voted to direct staff to write a letter stating they support being placed with the Eastern Counties for the Congressional District and the Western Counties for the Assembly and Senate Districts. There was a second motion made by Supervisor Starkey with a Second by Supervisor Hemmingsen to table this item and take no action but it failed due to a 2 to 3 vote (Yes: Supervisor Starkey, Hemmingsen No: Supervisor Short, Howard, Berkowitz) There was a third motion made by Supervisor Short to include Del Norte County in with the Eastern states in the Congressional and Assembly Districts and the Western States for the Senate but it failed due to a lack of a second.

Motion: Move to approve

Move: Bob Berkowitz

Second: Chris Howard

Vote Yea:	3	Chris Howard, Bob Berkowitz, Darrin Short
Vote Nay:	2	Gerry Hemmingsen, Valerie Starkey
Vote Abstain:	0	

BUDGET TRANSFERS:

28. Contingent on Board approval on item #31 on today's agenda (November 09, 2021) by a 4/5ths vote, approve and adopt Budget Transfer #11-01 in the amount of \$70,000.00 for FY 21/22 from the General Fund Contingency Budget to the Advertising/Promotion Budget authorizing the contribution to Tri-Agency Economic Development Authority in the amount of \$70,000.00 (Seventy Thousand Dollars) as requested by the County Administrative Officer.**

Action: This item was tabled for a future Agenda.

LEGISLATIVE AND BUDGET ISSUES:

Consider miscellaneous legislative and budget matters pertinent to the County of Del Norte. Authorize the Chair to sign and send appropriate letters with respect to matters pending before the state or federal governments.

29. Approved and authorized the Chair to sign and send a letter of support for the State, Local, Tribal and Territorial Fiscal Recovery, Infrastructure and Disaster Relief Flexibility Act (S.3011) as requested by the Assistant County Administrative Officer.**

Action: Approved.

Motion: Move to approve
Move: Gerry Hemmingsen
Second: Bob Berkowitz

Vote Yea: 5 Gerry Hemmingsen, Chris Howard, Bob
Berkowitz, Valerie Starkey, Darrin Short
Vote Nay: 0
Vote Abstain: 0

30. Approved and authorized the Chair to sign a comment letter related to a Request for Information published in the Federal Register (Docket ID: FEMA-2021-0024) pertaining to the National Flood Insurance Program as requested by the Assistant County Administrative Officer.**

Action: Approved.

Motion: Move to approve
Move: Gerry Hemmingsen
Second: Darrin Short

Vote Yea: 5 Gerry Hemmingsen, Chris Howard, Bob
Berkowitz, Valerie Starkey, Darrin Short
Vote Nay: 0
Vote Abstain: 0

31. 1.) Approve a contribution from the General Fund Contingency Budget of \$70,000 to the Tri-Agency Economic Development Authority; 2.) Discuss and give possible direction to staff to include a \$70,000 contribution in future proposed budgets as an annual contribution as requested by Supervisor Short.

Action: This item was tabled for a future Agenda due to a lack of information.

ADJOURNMENT

(Next meeting is December 14, 2021)

Kylie Goughnour, Clerk of the Board
County of Del Norte, State of California

Date Posted: November 5, 2021

THE AGENDA AND ACTION SUMMARY ARE AVAILABLE ON THE COUNTY WEBSITE:
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Clerk of the Board

Chair, Board of Supervisors

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IF YOU REQUIRE AN ACCOMMODATION DUE TO DISABILITY under the Americans with Disability Act that does not allow you to participate remotely or provide written comment ahead of the meeting YOU MUST notify the Clerk of the Board at least 24 HOURS in advance of the meeting and a reasonable accommodation will be made.

Pursuant to the Order of the Del Norte County Public Health Officer dated August 26, 2021, face coverings shall be required for all individuals in public settings. As such, **all individuals, except for those limited individuals who are not subject to the Order, shall be required to wear face coverings while in attendance, in person, at meetings of the Board of Supervisors.** If you cannot wear a face covering, you may watch and participate in the Board Meeting via Zoom, or you may watch the meeting via the County's YouTube Live Stream and submit written public comment up to one (1) hour prior to the beginning of the meeting. "Face covering" means a surgical mask, a medical procedure mask, a respirator, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.



**MINUTES
BOARD OF SUPERVISORS
COUNTY OF DEL NORTE
STATE OF CALIFORNIA**

SPECIAL MEETING WEDNESDAY, NOVEMBER 24, 2021 11:00 A.M.

PRESENT:

Supervisor, Chris Howard, Chair
Supervisor, Darrin Short
Supervisor, Valerie Starkey
Supervisor, Gerry Hemmingsen
Assistant County Counsel, Autumn Luna
Assistant County Administrative Officer, Randy Hooper
Clerk of the Board, Kylie Goughnour

ABSENT:

Supervisor, Bob Berkowitz, Vice-Chair

2

AGENDA ITEMS

1. Moment of Reflection
2. The Pledge of Allegiance to be led by Darrin Short, District 1 Supervisor.
3. Approve and adopt the Memorandum of Understanding (MOU) between the County of Del Norte and the Del Norte County Mid-Management Group (MMG) effective September 01, 2021, to coincide with the expiration of the previous agreement as requested by the County Administrative Officer.**

Action: Approved.

Motion: Move to approve

Move: Gerry Hemmingsen

Second: Valerie Starkey

Vote Yea: 4 Gerry Hemmingsen, Chris Howard, Valerie Starkey, Darrin Short

Vote Nay: 0

Vote Abstain:0

4. 1) Accept public input on the local draft redistricting maps; and 2) discuss and direct staff if necessary with no action being taken to adopt a final map until the December 14, 2021 regularly scheduled meeting as requested by the Assistant County Counsel.**

Action: No action was taken.

5. Approve, authorize and direct staff to negotiate the expansion of the scope of work within the consulting agreement (DNCO AGREE#2021-166) between the County of Del Norte and Will Folger, a Certified Labor Relations Manager as requested by the County Administrative Officer.**

Action: Approved. It was noted the Agreement referred to in the recommendation was supposed to be DNCOAGREE#2021-166A.

Motion: Move to approve

Move: Gerry Hemmingsen

Second: Valerie Starkey

Vote Yea: 4Gerry Hemmingsen, Chris Howard, Valerie Starkey, Darrin Short

Vote Nay: 0

Vote Abstain:0

ADJOURNMENT

(Next meeting is December 14, 2021)

Kylie Goughnour, Clerk of the Board

County of Del Norte, State of California Date Posted: November 23, 2021

THE AGENDA AND ACTION SUMMARY ARE AVAILABLE ON THE COUNTY WEBSITE:
www.co.del-norte.ca.us

Clerk of the Board

Chair, Board of Supervisors

VIEW THE MEETING AND COMMENT REMOTELY. A link to view the meeting will be posted on <http://www.co.del-norte.ca.us/>. Public comment on ALL agenda items as well as general public comment will be taken at the prescribed time for public comment.

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County of Del Norte County
Board of Supervisors
981 "H" Street, Ste. 200
Crescent City, California 95531

Phone
(707) 464-7204

Fax
(707) 464-1165

DEL NORTE COUNTY BOARD OF SUPERVISORS 2022 MEETING SCHEDULE

January 11, 2022
January 25, 2022
February 08, 2022
February 22, 2022
March 08, 2022
March 22, 2022
April 12, 2022
April 26, 2022
May 10, 2022
May 24, 2022
June 14, 2022
June 28, 2022
July 12, 2022
July 26, 2022
August 09, 2022
August 23, 2022
September 13, 2022
September 27, 2022
October 11, 2022
October 25, 2022
November 08, 2022
November 22, 2022
December 13, 2022



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2022 Holiday Schedule

New Year's Day Observed	Friday, December 31, 2021
Martin Luther King Jr.	Monday, January 17, 2022
Lincoln's Birthday Observed	Friday, February 18, 2022
Washington's Birthday Observed	Monday, February 21, 2022
Cesar Chavez Day	Monday, March 28, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veteran's Day	Friday, November 11, 2022
Thanksgiving	Thursday, November 24, 2022
Day After Thanksgiving	Friday, November 25, 2022
Christmas Holiday Observed	Friday, December 23, 2022
Christmas Holiday Observed	Monday, December 26, 2022
New Year's Day Observed	Monday, January 02, 2023

**A PROCLAMATION OF
THE DEL NORTE COUNTY BOARD OF SUPERVISORS
IN APPRECIATION AND GRATITUDE FOR THE SUPPORT, SERVICE AND PARTNERSHIP OF
THE
CALIFORNIA HIGHWAY PATROL,
CRESCENT CITY OFFICE**

WHEREAS, in 1929, the Governor of the State of California signed a bill that established the California High Patrol (CHP) with a mission to provide safety, service and security for all who live, work and visit California; and

WHEREAS, in 1964, the Crescent City Office of the California Highway Patrol was established in order to patrol the streets and highways of Del Norte County and in June 2019 the new CHP Office opened providing staff with 20,000 more square feet, a 148’ communications tower and an onsite generator capable of running the entire office for up to 3 weeks; and

WHEREAS, only 2% of applicants are accepted into the 27 week CHP Academy and the hiring process takes anywhere from 1- 2 years and then requires the completion of over 200 hours of training each year in addition to training requirements for Range, Weapons, RADAR, LIDAR, Interview and Interrogation, Officer Safety, Active Shooter and many other classes ; and

WHEREAS, currently the Crescent City Office of the CHP, staffs 24 supervisors, officers and civilian staff for providing service to Del Norte County with a population of approximately 28,000 and an area of 1,200 square miles; and

WHEREAS, in 2020 during the height of the COVID-19 Pandemic, the CHP responded to more than 4,726 calls to assist allied agencies, victims, motorists, and community members in need of law enforcement services and continues to provide the same level of safety, service and security to citizens of Del Norte County each and every day; and

WHEREAS, the CHP was also instrumental in securing surplus hand-held radio equipment to be used by Crescent City police officers and fire fighters, which will make a major impact in public safety by increasing response times, first responder’s safety and increased service to the Del Norte community; and

WHEREAS, the Crescent City CHP Officers have received numerous awards and commendations for their actions including “Officer of the Year” and “Life Saving” awards; and

WHEREAS, the Del Norte County Board of Supervisors extends their appreciation and thanks to Lieutenant Larry Depee, Commanding Officer of the Crescent City Office, for his leadership, dedication, teamwork and to all of the professionals that put on a badge each and every day and go out and selflessly support the mission of the CHP in making Crescent City and Del Norte County safer for community members and visitors alike; and

NOW, THEREFORE, the Del Norte County Board of Supervisors hereby recognizes the California Highway Patrol, Crescent City Office, as an active member of the law enforcement family and supporter of the Del Norte County community. The County of Del Norte also recognizes the outstanding service and support the CHP staff perform every day as well as wishing every officer a safe patrol as they protect our highways.

Passed and adopted on this 14th day of December 2021.

Chris Howard, Chair
Board of Supervisors
Del Norte County, California

Kylie Goughnour, Clerk of the Board



County of Del Norte
County Administrative Office
981 "H" Street, Ste. 210
Crescent City, California 95531

Phone
(707) 464-7214

Fax
(707) 464-1165

DATE: December 2, 2021 **AGENDA DATE:** December 14, 2021
TO: Del Norte County Board of Supervisors
FROM: Randy Hooper, Assistant County Administrative Officer
SUBJECT: Comment Letter to State Redistricting Commission

RECOMMENDATION FOR BOARD ACTION:

Receive and review the finalized Board of Supervisors comment letter relating to the State's redistricting process, as previously directed by the Board.

SUMMARY/DISCUSSION:

At its last regular session the Board passed a motion directing that a letter be prepared based on Board-approved direction given at that meeting and after public comment was received and considered. More specifically, the Board's approved motion was for staff to prepare a letter stating that it is the desire of the Board of Supervisors that Del Norte County be included with "counties to the east" for its Congressional District and that Del Norte County retain its inclusion with "coastal counties" for its State Senate and Assembly Districts. Staff has prepared a letter to this effect which is presented for the Board's review today based on the Board's approval of this direction at the November 9, 2021 regular meeting.

ALTERNATIVES:

Do not approve letter or provide alternative direction.

SIGNATURES REQUIRED:

Board Chair.

FINANCING:

N/A

OTHER AGENCY INVOLVEMENT:

California State Redistricting Commission

CHILDREN'S IMPACT STATEMENT:

This section meets 1 of the following outcome measures for children in Del Norte County:

☐ Children ready for and succeeding in school.

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☐ Children and youth are healthy and preparing for adulthood.

☐ Families are economically self-sufficient.

☐ Families are safe, stable and nurturing.

☒ Communities are safe and provide a high quality of life.

☐ No impact to Children as a result of this action.

ADMINISTRATIVE SIGN-OFF:

☐ AUDITOR:

☐ COUNTY ADMINISTRATIVE OFFICER:

☐ ASSISTANT COUNTY ADMINISTRATIVE OFFICER:

☐ COUNTY COUNSEL:

☐ PERSONNEL:

☐ OTHER DEPARTMENT:



County of Del Norte
Board of Supervisors
981 "H" Street, Ste. 200
Crescent City, California 95531

Phone
(707) 464-7204

Fax
(707) 464-1165

MM DD, 2021

California Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814

Re: Del Norte County Board of Supervisors State Redistricting Comment Letter

Dear California Citizens Redistricting Commission:

The Del Norte County Board of Supervisors has met in open session to consider the draft maps prepared for the consideration of the Commission and, after receiving public comment during that meeting, offers the following comment for the redistricting of the geographic boundaries for the Congressional Districts, State Senate Districts, and State Assembly Districts as those districts relate to their incorporation of Del Norte County.

Congressional District

Respectfully request that Del Norte be included with the District composed of counties existing to the east and southeast of Del Norte including: Siskiyou, Modoc, Shasta, Lassen, Tehama, Plumas, Butte, Sierra, Nevada, and portions of Glenn and Placer, as these counties currently approximately compose Congressional District 1. Should the boundaries of this District be changed in any substantive manner, Del Norte County respectfully requests inclusion with the counties to its east that would compose the most northern district (i.e. "NORCA_DRAFT" as currently presented on draft maps) contemplated.

State Senate District

Respectfully request that Del Norte maintains its current inclusion with the north coast counties of: Humboldt, Trinity, Mendocino, Marin, and the majority of Sonoma, as these counties currently approximately compose Senate District 2.

State Assembly District

Respectfully request that Del Norte maintains its current inclusion with the north coast counties of: Humboldt, Trinity, Mendocino, Marin, and the majority of Sonoma, as these counties currently approximately compose Assembly District 2.

We appreciate the efforts of the Commission in this daunting task and are thankful for the opportunity to provide these comments.

Regards,

Chris Howard
Chairman



County of Del Norte
County Administrative Office
981 "H" Street, Ste. 210
Crescent City, California 95531

Phone
(707) 464-7214

Fax
(707) 464-1165

DATE: December 2, 2021 **AGENDA DATE:** December 14, 2021
TO: Del Norte County Board of Supervisors
FROM: Randy Hooper, Assistant County Administrative Officer
SUBJECT: Local Agency Formation Commission (LAFCO) Request for County Property Tax Revenue Sharing Agreement

RECOMMENDATION FOR BOARD ACTION:

Approve a resolution determining that no change in the allocation of property tax revenue would occur as a result of a change in the service responsibilities of the Hunter Valley Community Services District (HVCSD), as required under the Revenue and Taxation Code (RTC), prior to LAFCO approving the activation of latent Parks and Recreation Powers.

SUMMARY/DISCUSSION:

The HVCSD has initiated a process with LAFCO that, if approved, would activate Parks and Recreation Powers to be provided by HVCSD within the district boundaries. Presently, HVCSD provides water service to district residents and HVCSD now desires to provide both water service and parks and recreation service within the district's boundaries.

LAFCO had previously considered HVCSD's request however prior to LAFCO providing for the activation of these additional powers, the RTC requires that all local agencies and special districts that receive an allocation of property taxes generated from properties in which the services of the district are provided must be provided an opportunity to negotiate a revised allocation. In this case, an agreement has been proposed for the Board's consideration in which no change in the current allocation would occur, despite the jurisdictional change being considered. The County Auditor has provided notification to each of these local agencies and special districts and, as required by the RTC, sixty-days has been provided for them to request negotiation. To date, no local agency or special district has submitted any such request. As such, in the absence of any local agency or special district passing a resolution for the exchange of property tax revenue, per the RTC the Board of Supervisors shall determine the exchange of property tax revenue for the district. In this case, LAFCO has submitted a request indicating that no change in property tax allocation is proposed to occur and staff has prepared a resolution making this finding for the Board's consideration. If approved by the Board the resolution would be transmitted to both LAFCO and the HVCSD in order for the Executive Officer of LAFCO to record a Certificate of Completion for the activation of Parks and Recreation Powers.

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ALTERNATIVES:

Do not approve agreement or provide alternative direction.

SIGNATURES REQUIRED:

Board Chair and Clerk of Board on the resolution.

FINANCING:

County property taxes (no changes in allocation proposed).

OTHER AGENCY INVOLVEMENT:


LAFCO, HVCSD, other local agencies & special districts that receive an allocation of property taxes generated by parcels served by HVCSD.

CHILDREN'S IMPACT STATEMENT:

This section meets 1 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

ADMINISTRATIVE SIGN-OFF:

☒ AUDITOR: Clinton Schaad 

☐ COUNTY ADMINISTRATIVE OFFICER:

☐ ASSISTANT COUNTY ADMINISTRATIVE OFFICER:

☐ COUNTY COUNSEL:

☐ PERSONNEL:

☐ OTHER DEPARTMENT:

RESOLUTION NO. 2021-_____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY
OF DEL NORTE REGARDING THE ALLOCATION OF PROPERTY
TAXES AS A RESULT OF THE ACTIVATION OF PARK AND
RECREATION POWERS BY THE HUNTER VALLEY COMMUNITY
SERVICES DISTRICT**

WHEREAS, the Hunter Valley Community Services District (HVCSD) has initiated the process with the Del Norte Local Agency Formation Commission (LAFCO) for activation of latent Park and Recreation Powers.

WHEREAS, the Revenue and Taxation Code Section (RTC) requires that a determination be made, as well as a consultation with affected local agencies and special districts, regarding the allocation of property tax revenues to be exchanged resulting from a proposed jurisdictional change.

WHEREAS, notwithstanding any other provision of law, the LAFCO Executive Officer shall not issue a certificate of filing pursuant to Section 56658 of the Government Code until the local agencies included in the property tax revenue exchange negotiation present resolutions adopted by each such county and city whereby each county and city agrees to accept the exchange of property tax revenues, per RTC §99.b.6.

WHEREAS, on August 30, 2021, the LAFCO Executive Officer transmitted a request to the Clerk of the Board of Supervisors for the Board of Supervisors' consideration of a property tax revenue sharing agreement relating to HVCSD providing services to an area where those services have not been previously provided by any local agency resulting from the activation of latent Parks and Recreation Powers.

WHEREAS, within 45-days of the filing of an application or resolution, the County Auditor shall notify the governing body of each local agency whose service area or service responsibility will be altered by the jurisdictional change of the amount of, and allocation factors with respect to, property tax revenue that is subject to a negotiated exchange, per RTC §99.b.3.

WHEREAS, on September 14, 2021 the County Auditor transmitted a notification to all local agencies and special districts that receives an apportionment of property tax revenue from the area in question indicating that no change in the allocation of property tax revenue is proposed, per RTC §99.01.a.1.

WHEREAS, upon receipt of the estimated allocation, the local agencies shall commence negotiations to determine the amount of property tax revenues to be exchanged between and among the local agencies. Except as otherwise provided, this negotiation period shall not exceed 60 days. If a local agency involved in these negotiations notifies the other local agencies, the County Auditor, and the LAFCO in writing of its desire to extend the negotiating period, the negotiating period shall be 90 days, per RTC §99.b.4.

WHEREAS, more than 60 days have now been provided and, to date, no special district or local agency has provided notification of their desire to extend the negotiation period.

WHEREAS, if a special district involved in the negotiation (other than the district which will provide one or more services to the area where those services have not been previously provided) fails to adopt a resolution providing for the exchange of property tax revenue, the Board of Supervisors shall determine the exchange of property tax revenue for that special district, per RTC §99.01.a.4.

NOW, THEREFORE, BE IT RESOLVED by the County of Del Norte Board of Supervisors, in accordance with Revenue and Taxation Code, hereby adopts the terms of the Property Tax Revenue Sharing Agreement as stated below, to be effective upon the recordation of the Executive Officer's Certificate of Completion for the subject activation of power.

BE IT FURTHER RESOLVED that the County hereby agrees to accept the exchange of property taxes as provided in the Property Tax Revenue Sharing Agreement as follows:

No property tax revenue allocation changes for all Districts and County in affected tax rate areas.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to immediately forward a copy of this Resolution to the Auditor-Controller for the County of Del Norte, the Board of Directors of the HVCSD, and the Executive Officer of the LAFCO.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the County of Del Norte Board of Supervisors, at a regular meeting of the Board held on the 14th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chris Howard
Chair of the Board of Supervisors

Kylie Goughnour
Clerk of the Board of Supervisors



CLINTON SCHAAD
AUDITOR-CONTROLLER

COUNTY OF DEL NORTE

AUDITOR CONTROLLER
981 H Street, Suite 140
CRESCENT CITY, CALIFORNIA 95531



Received by
SEP 16 2021
Board of Supervisors,
County of Del Norte

AREA CODE
707-464-7202

9/14/2021

To whom it may concern:

You are receiving this notification to inform you that the Hunter Valley Community Service District (HVCSD) is proposing a jurisdictional change for the activation of Park and Recreation Powers. Per section 99 of the Revenue and Taxation Code (RTC) any and all local agencies whose service area or service responsibility may be altered by this jurisdictional change.

RTC §99(b)(3) states that within 45 days of notice of the filing of an application or resolution, the auditor shall notify the governing body of each local agency whose service area or service responsibility will be altered by the jurisdictional change of the amount of, and allocation factors with respect to, property tax revenue estimated pursuant to paragraph (2) that is subject to a negotiated exchange.

"No property tax revenue allocation changes for all Districts and County in affected areas."

Under the RTC you are entitled to up to 60-days to request a consultation on this exchange however to be clear, **the proposal submitted to the County would have no impact on the allocation of tax revenue as no change is being proposed.** This proposed action is simply to allow HVCSD to provide Parks and Recreation powers within the service area.

At this time we tentatively anticipate presenting a Resolution, approving no change in allocation, for consideration by the Board of Supervisors at the Board of Supervisors meeting on December 14, 2021 (unless consultation is requested).

Sincerely,

Clinton Schaad, Auditor Controller



To: Members of the RCRC Board of Directors
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 25, 2021

Re: Designation of the 2022 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2022 and Installation of Officers will be held on January 12th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form

7



**Designation of 2022 Delegate and Alternate Supervisors for the
Rural County Representatives of California (RCRC) Board of Directors**

County: _____

Delegate:

➤ **Supervisor** _____

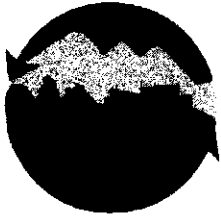
Alternate:

➤ **Supervisor** _____

AUTHORIZATION

Name, Title: _____

Date: _____



**Rural Counties
Environmental Services
Joint Powers Authority**

ESJPA

CHAIR — MICHAEL KOBSEFF, SISKIYOU COUNTY
VICE CHAIR — LORI PARLIN, EL DORADO COUNTY
EXECUTIVE DIRECTOR — PATRICK BLACKLOCK

TECHNICAL ADVISORY GROUP (TAG)
TAG CHAIR — TEDD WARD, DEL NORTE COUNTY
TAG VICE CHAIR — RACHEL ROSS-DONALDSON,
TEHAMA COUNTY
PROGRAM MANAGER — STACI HEATON

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 25, 2021

Re: Designation of the 2022 ESJPA Delegates and Alternates -
ACTION REQUIRED

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2022 will be held on March 10th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

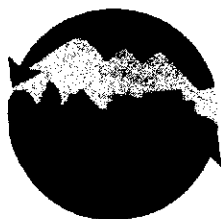
Furthermore, all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Please do not hesitate to contact me at pblacklock@rcrcnet.org or Staci Heaton, ESJPA Program Manager, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form

8



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

Designation of 2022 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

Board of Directors

County: _____

Delegate:

➤ **Supervisor** _____

Alternate:

➤ **1st Alternate:** _____

➤ **2nd Alternate:** _____

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's conflict of interest code and file a Form 700.



Phone
(707) 464-7214

County of Del Norte County
County Administrative Office
981 "H" Street, Ste. 210
Crescent City, California 95531

9

Fax
(707) 464-1165

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Neal Lopez, County Administrative Officer

SUBJECT: Public Defender Contract Amendments

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign First Amendments to Agreements 2021-082; 2021-083; 2021-099 and 2021-100 for Public Defender Services, as requested by County Administrative Officer.

DISCUSSION/JUSTIFICATION:

The County has a long-standing practice and a cooperative relationship with private attorneys for public defender services. Staff research has determined that the acquisition of space, personnel, operating costs and the issue of conflict resolution are cost prohibitive to establishing a County operated Public Defender office.

The Board of Supervisors approved the current Agreements for Public Defender Services Other Than Pelican Bay State Prison Inmates on June 23, 2021 for agreements 2021-082 (Keith Morris); 2021-083 (Karen Olson) ; and July 13, 2021 for agreements 2021-099 (Joseph Futrell) and 2021-100 (Helen Hoopes).

The current Public Defender agreements provide for the cost of Investigation Services when the work is done by someone other than the Attorney. It has been brought to the County's attention that the Public Defenders are facing a significant deficit in the availability of defense investigation services within Del Norte County. Unfortunately there are not enough local criminal defense investigators to cover the current needs. Currently due to the shortage, anyone local is over loaded, reached their max and is not accepting any additional appointments.

In order to be able to ensure that investigative services are available to avoid delays in cases, the County in collaboration with the Court and the public defenders, have conducted research of other County's hourly cost for criminal investigators. Based on

the results of said research, the County is hereby requesting to amend the Public Defender agreements to not only increase the investigative services amount to Fifty Dollars (\$50.00) per hour, but to also allow for out of County investigators to be reimbursed for mileage at the current Internal Revenue Service (IRS) rate. Once appointed by the Court, the mileage shall be included on invoices for services and included within the Fee Application submitted to the Court for approval.

ALTERNATIVE:

Not approve the amendments leaving the current hourly rate for investigators at Forty Dollars (\$45.00) per hour and not allow for mileage reimbursement for out of County investigators.

FINANCING:

Funding for these proposed amendments are contained in the 2021/2022 Fiscal Year Budget.

CHILDREN'S IMPACT STATEMENT:


This section meets 2 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☒ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT:

Del Norte County Superior Court.

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR:
- ☒ COUNTY ADMINISTRATIVE OFFICER: Neal Lopez 
- ☐ ASSISTANT COUNTY ADMINISTRATIVE OFFICER:
- ☐ COUNTY COUNSEL:
- ☐ PERSONNEL:
- ☐ OTHER DEPARTMENT:

**FIRST AMENDMENT TO AGREEMENT FOR
PUBLIC DEFENDER SERVICES**

This First Amendment to the Agreement for Public Defender Services other than Pelican Bay State Prison Inmates (Del Norte County Agreement No. 2021-082) is entered into by and between the County of Del Norte, a legal subdivision of the State of California ("the COUNTY"), and

Keith Morris, Attorney at Law, herein referred to as "ATTORNEY".

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree to amend their agreement as follows:

1. This First Amendment to Agreement No. 2021-082 increases the investigative services amount to Fifty Dollars (\$50.00) per hour.
2. This First Amendment to Agreement No. 2021-082 allows for any out of County investigators to be reimbursed for mileage at the current IRS rate. The mileage shall be included on invoices for services and included within the Fee Applications submitted to the Court for approval.
3. All other terms, covenants and conditions of the Agreement between ATTORNEYS and COUNTY shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

COUNTY OF DEL NORTE

CONTRACTOR

Chris Howard, Chair
Del Norte County Board of Supervisors

Keith Morris, Attorney

ATTEST:

Kylie Heriford
Clerk of the Board

APPROVED AS TO FORM:

Joel Campbell-Blair, County Counsel
County of Del Norte

**FIRST AMENDMENT TO AGREEMENT FOR
PUBLIC DEFENDER SERVICES**

This First Amendment to the Agreement for Public Defender Services other than Pelican Bay State Prison Inmates (Del Norte County Agreement No. 2021-083) is entered into by and between the County of Del Norte, a legal subdivision of the State of California ("the COUNTY"), and

Karen Olson, Attorney at Law, herein referred to as "ATTORNEY".

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree to amend their agreement as follows:

1. This First Amendment to Agreement No. 2021-083 increases the investigative services amount to Fifty Dollars (\$50.00) per hour.
2. This First Amendment to Agreement No. 2021-083 allows for any out of County investigators to be reimbursed for mileage at the current IRS rate. The mileage shall be included on invoices for services and included within the Fee Applications submitted to the Court for approval.
3. All other terms, covenants and conditions of the Agreement between ATTORNEYS and COUNTY shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

COUNTY OF DEL NORTE

CONTRACTOR

Chris Howard, Chair
Del Norte County Board of Supervisors

Karen Olson, Attorney

ATTEST:

Kylie Heriford
Clerk of the Board

APPROVED AS TO FORM:

Joel Campbell-Blair, County Counsel
County of Del Norte

**FIRST AMENDMENT TO AGREEMENT FOR
PUBLIC DEFENDER SERVICES**

This First Amendment to the Agreement for Public Defender Services other than Pelican Bay State Prison Inmates (Del Norte County Agreement No. 2021-099) is entered into by and between the County of Del Norte, a legal subdivision of the State of California ("the COUNTY"), and

Joseph Futrell, Attorney at Law, herein referred to as "ATTORNEY".

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree to amend their agreement as follows:

1. This First Amendment to Agreement No. 2021-099 increases the investigative services amount to Fifty Dollars (\$50.00) per hour.
2. This First Amendment to Agreement No. 2021-099 allows for any out of County investigators to be reimbursed for mileage at the current IRS rate. The mileage shall be included on invoices for services and included within the Fee Applications submitted to the Court for approval.
3. All other terms, covenants and conditions of the Agreement between ATTORNEYS and COUNTY shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

COUNTY OF DEL NORTE

CONTRACTOR

Chris Howard, Chair
Del Norte County Board of Supervisors

Joseph Futrell, Attorney

ATTEST:

Kylie Heriford
Clerk of the Board

APPROVED AS TO FORM:

Joel Campbell-Blair, County Counsel
County of Del Norte

**FIRST AMENDMENT TO AGREEMENT FOR
PUBLIC DEFENDER SERVICES**

This First Amendment to the Agreement for Public Defender Services other than Pelican Bay State Prison Inmates (Del Norte County Agreement No. 2021-100) is entered into by and between the County of Del Norte, a legal subdivision of the State of California ("the COUNTY"), and

Helen M. Hoopes, Attorney at Law, herein referred to as "ATTORNEY".

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree to amend their agreement as follows:

1. This First Amendment to Agreement No. 2021-100 increases the investigative services amount to Fifty Dollars (\$50.00) per hour.
2. This First Amendment to Agreement No. 2021-100 allows for any out of County investigators to be reimbursed for mileage at the current IRS rate. The mileage shall be included on invoices for services and included within the Fee Applications submitted to the Court for approval.
3. All other terms, covenants and conditions of the Agreement between ATTORNEYS and COUNTY shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

COUNTY OF DEL NORTE

CONTRACTOR

Chris Howard, Chair
Del Norte County Board of Supervisors

Helen M. Hoopes, Attorney

ATTEST:

Kylie Heriford
Clerk of the Board

APPROVED AS TO FORM:

Joel Campbell-Blair, County Counsel
County of Del Norte



County of Del Norte
County Administrative Office
981 "H" Street, Ste. 210
Crescent City, California 95531

Phone
(707) 464-7214

Fax
(707) 464-1165

DATE: December 6, 2021 **AGENDA DATE:** December 14, 2021
TO: Del Norte County Board of Supervisors
FROM: Randy Hooper, Assistant County Administrative Officer
SUBJECT: CERT Trailer Donation

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Office of Emergency Services to accept a donation of a used trailer from Humboldt Bay Fire for use by the Del Norte County Community Emergency Response Team (CERT).

SUMMARY/DISCUSSION:

Pete Craig of the Del Norte County CERT has been contacted by the Humboldt Bay Fire CERT coordinator asking if Del Norte County would be interested in the donation of a used trailer. The trailer in question is a used, covered, single-axle *Haulmark* trailer. The trailer would be able to be towed by the Office of Emergency Services' ½-ton pickup.

In discussion with Mr. Craig, it is hoped that the trailer would serve a similar function for Del Norte County CERT that it did with Humboldt Fire, for mobile equipment and materials storage for training and/or live events. Mr. Craig has requested that the County accept this donation through the Office of Emergency Services and has developed a draft plan for its use. Staff has reviewed photos of the trailer and discussed the trailer with the Humboldt Bay Fire CERT coordinator and it appears that the trailer is in good condition and would be of use to OES. As such, staff supports Mr. Craig's request for the donation to be accepted. If approved by the Board, evidence of the acceptance of this donation would be forwarded to Humboldt Bay Fire for their Board's final approval in January.

ALTERNATIVES:

Do not accept donation.

SIGNATURES REQUIRED:

N/A

FINANCING:

N/A

OTHER AGENCY INVOLVEMENT:

Humboldt Bay Fire.

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CHILDREN'S IMPACT STATEMENT:

This section meets 1 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR:
- ☐ COUNTY ADMINISTRATIVE OFFICER:
- ☐ ASSISTANT COUNTY ADMINISTRATIVE OFFICER:
- ☐ COUNTY COUNSEL:
- ☐ PERSONNEL:
- ☐ OTHER DEPARTMENT:

Haulmark.





COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: December 3, 2021

AGENDA DATE: December 14, 2021

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Intergovernmental Transfer Agreement

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign the Intergovernmental Agreement Regarding Transfer of Public Funds between California Department of Health Care Services (DHCS) and Del Norte County (DHHS). The term of this Agreement is January 1, 2021 through June 30, 2024. The estimated contribution amount is \$479,856.

DISCUSSION/SUMMARY:

An Intergovernmental Fund Transfer (IGT) is an elective transfer of eligible unmatched local dollars to the DHCS in support of the Medi-Cal program, which is authorized in accordance with Section 14164, 14301.4, and other provisions of the Welfare and Institutions Code. If DHCS accepts the transfer, DHCS shall obtain Federal Financial Participation (FFP) to the full extent permitted by federal law. The opportunity to participate in an IGT allows for the leveraging of local dollars to increase the amount made available for continued health care for both the Medi-Cal eligible and uninsured populations of Del Norte County.

There is a 20% assessment fee from DHCS to DHHS in doing this transaction and is applied to the gross estimated IGT.

ALTERNATIVES:

Not approve the Agreement and choose not to participate, in which case, DHHS and Del Norte County would be precluded from participating in the IGT program.

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FINANCING:

State and Federal funding. No County General Funds are required.

CHILDREN'S IMPACT STATEMENT:

This action meets three of the outcome measures for children in Del Norte County: 2) Children and youth are healthy and preparing for adulthood; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

None.

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez, YES

COUNTY COUNSEL: Joel Campbell-Blair, YES

PERSONNEL:

OTHER DEPARTMENT:

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the DEL NORTE COUNTY (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit

1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2021 through December 31, 2021 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2021 through December 31, 2021 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2021. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4)

of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2021 through December 31, 2021, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS separately from, and simultaneous to, the transfer amounts made under Section 1 of this Agreement. If, at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Heather Snow, Director
Del Norte County
Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531
dhhscontracts@co.del-norte.ca.us

With copies to:

Nancy McClafin, Fiscal Manager
Del Norte County
Department of Health and Human Services
455 K Street
Crescent City, CA 95531
nmcclafin@co.del-norte.ca.us

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2021 and shall expire as of June 30, 2024 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE DEL NORTE COUNTY:

By: _____

Chris Howard, Chair, Board of Supervisors

Date: _____


Approved As To Form
Del Norte County Counsel

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Rafael Davtian, Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan:	Partnership Health Plan of California		
Rating Region:	All Rating Regions		
Service Period	1/2021 - 12/2021		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.03	1,835,590	\$ 55,068
Child - MCHIP	\$ 0.02	817,276	\$ 16,346
Adult - non MCHIP	\$ 0.10	1,045,291	\$ 104,529
Adult - MCHIP	\$ 0.07	28,224	\$ 1,976
ACA Optional Expansion	\$ 0.02	2,202,804	\$ 44,056
SPD	\$ 0.28	490,034	\$ 137,210
SPD/Full-Dual	\$ 0.06	836,710	\$ 50,203
LTC	\$ 1.23	1,763	\$ 2,168
LTC/Full-Dual	\$ 0.77	37,393	\$ 28,793
OBRA	\$ 0.16	1,738	\$ 278
WCM	\$ 0.47	83,465	\$ 39,229
Estimated Total		7,380,288	\$ 479,856

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: December 3, 2021

AGENDA DATE: December 14, 2021

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Housing Navigators Program

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign the attached Agreement with the Department of Housing and Community Development to provide housing navigation services to youth in Del Norte County upon approval through June 30, 2024 in the amount of \$6,370.00, as requested by the director of Health and Human Services.

DISCUSSION/SUMMARY:

The Department of Health and Human Services, Social Services Branch (SSB) serves young adults in Del Norte County with to help them attain self-sufficiency in preparation of adulthood. The Department of Housing and Community Development Transitional Housing Program will help SSB to identify and assist with housing services. This will help secure and maintain housing for young adults who are 18 to 25 years of age, with priority given to youth who are in the foster care system. These funds are used with other state and federal funds increasing the overall amount that SSB will have available to provide housing services to these youths.

ALTERNATIVES:

Do not approve the Agreement and seek other funding options to provide housing stability to youth in our community.

FINANCING:

State and federal funds. No County General Funds are required.

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CHILDREN'S IMPACT STATEMENT:

This action meets four of the five outcome measures for children in Del Norte County: 2) Children and youth are healthy and preparing for adulthood; 3) Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

None

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez, YES

COUNTY COUNSEL: Joel Campbell-Blair, YES

PERSONNEL:

OTHER DEPARTMENT:

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF DEL NORTE, STATE OF CALIFORNIA

IN THE MATTER OF: THE HOUSING NAVIGATION HOUSING PROGRAM
RESOLUTION NUMBER: _____.

A RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF THE
COUNTY ALLOCATION AWARD UNDER THE HOUSING NAVIGATION PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an allocation acceptance form, dated October 15, 2021 under the Housing Navigation Program ("HNP" or "Program") for \$5,000,000 authorized by Chapter 11.8, Section 50807, of part 2 of Division 31 of the Health and Safety Code (the "Allocation Acceptance Form").

WHEREAS, the Allocation Acceptance Form relates to the availability of the funds under the Program; and

WHEREAS, the County of Del Norte was listed as an eligible applicant in the Allocation Acceptance Form, dated October 15, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Del Norte ("County") does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the Allocation Acceptance Form (the "HNP Allocation Award"), up to the amount authorized the Allocation Acceptance Form and applicable state law.

SECTION 2. That if funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the Department advises County that County is eligible for an additional allocation from these remaining funds, County is hereby authorized and directed to accept this additional allocation of funds ("Additional HNP Allocation") up to the amount authorized by Department.

SECTION 3. That Heather Snow, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNP Allocation Award and any Additional HNP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be participate in the Program and be awarded the HNP Allocation Award, and any Additional HNP

Allocation, and any amendments to such documents (collectively, the "HNP Allocation Award Documents").

SECTION 3. That County shall be subject to the terms and conditions that are specified in the HNP Allocation Award Documents, and that County will use the HNP Allocation Award funds and any Additional HNP Allocation funds in accordance with the Allocation Acceptance Form, the HNP Allocation Award Documents, and any and all other HNP requirements, and other applicable laws.

PASSED AND ADOPTED this _____ day of _____ 20____, by the following vote:

AYES _____

NOES _____

ABSTENTIONS _____

ABSENT _____

By: _____
[Chris Howard, Chair, Board of Supervisors]

STATE OF CALIFORNIA

County of Del Norte

I, Kylie Goughnour, County Clerk of the County of Del Norte, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the County Board of Supervisors on this _____ day of _____ 20____.

Kylie Goughnour
Clerk of the County of Del Norte County, State of
California

By: _____

RESOLUTION CHECKLIST

Minimum Requirements

- ☐ County name
- ☐ Title of Signatory(ies)
Note: title of authorized signatory(ies) is preferred for HNP resolutions. Names may be included, but the Department will then only accept signatures on behalf of the County from the named person. Supporting documentation evidencing the individual who currently holds the position **must** be provided.
- ☐ Reference to Allocation Acceptance Form date
- ☐ Standard Agreement or Grant Agreement language (authorizes signatory(ies) to sign Grant Contract/Standard Agreement)
- ☐ Amendment provision included
- ☐ Meeting Date, All Votes (Ayes, No's, Absent, Vacant), and signature(s) included
- ☐ Resolution number(s) **OR** Project Site Name (Required to differentiate multiple contracts issued to same contractor)

Authorized Signatory(ies) – *And vs. Or*

And – Director and Deputy Director

Both individuals named must sign the Standard Agreement.

Example: “The Board hereby authorizes Director **and** Deputy Director to execute the Standard Agreement in an amount not to exceed...”

Or – Director or Deputy Director

Either individual may sign--only one signature is required.

Example: “The Board hereby authorizes the Director **or** Deputy Director to execute the Standard Agreement in an amount not to exceed...”

And/Or – Manager and/or Director

Effective December 9, 2014, HCD's Legal Assistance Division (LAD) declared this language legally insufficient. Resolutions with this language will not be accepted.

Example: “The Board hereby authorizes the Director **and/or** Deputy Director to execute the Standard Agreement in an amount not to exceed...”

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*	Del Norte County		
Remit-To Address (Street or PO Box)*	880 Northcrest DRive		
City*	Crescent City	State *	CA Zip Code*+4 95531
Government Type:	<input type="checkbox"/> City	<input checked="" type="checkbox"/> County	Federal Employer Identification Number (FEIN)* 94-2254126
	<input type="checkbox"/> Special District	<input type="checkbox"/> Federal	
	<input type="checkbox"/> Other (Specify)		

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person*	Heather Snow	Title	Director
Phone number*	707-464-3191	E-mail address	hsnow@co.del-norte.ca.us
Signature*			Date 11/15/21

Housing Navigators Program (HNP) Allocation Acceptance Round 2						10/4/2021	
County Allocation (select Applicant County in row 7 below):						\$6,370	
<p>Pursuant to the Health and Safety Code Ch. 11.8, Section 50811 (the "Statute"), the California Department of Housing and Community Development (the "Department") has allocated funding to counties for use by child welfare services agencies. This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Statute.</p>							
Allocation Applicant							
Allocation Applicant is a County							
<p>Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 21 years in foster care. The allocation excludes Alpine, Mono and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 21.</p>							
Applicant County		Del Norte County					
Legal name of Applicant as stated on resolution:		Del Norte County					
Address		880 Northcrest Drive		City	Crescent City	State	CA
Auth Rep Name	Heather Snow	Title	Director	Auth Rep Email	hsnow@co.del-norte.ca.us	Phone	707-464-3191
Contact Name	Crystal Nielsen	Title	Program Manager	Email	cnielsen@co.del-norte.ca.us	Phone	707-464-3191
Address		880 Northcrest Drive		City	Crescent City	State	CA
Federal Tax ID Number (FEIN)		94-2254126					
Administrative Fiscal Representative							
Legal Name	Irene Moreno	Contact Name	Irene Moreno	Contact Email		imoreno@co.del-norte.ca.us	
Phone	707-464-3191	Address	880 Northcrest Drive	City	Crescent City	State	CA
File Name:	App Resolution	Reference sample resolution document				Attached to email?	Yes
File Name:	App TIN	Reference Taxpayer Identification Number (TIN) document				Attached to email?	Yes
Use of Funds							
<p>Funds shall be used to help young adults who are 18 to 21 years of age secure and maintain housing. Use of funds may include, but are not limited to:</p> <ol style="list-style-type: none"> 1) Identify and assist housing services for this population in your community; 2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system); 3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and 4) Provide engagement in outreach and targeting to serve those with the most severe needs. 							
Expenditure of Funds							
<p>Any grant funds remaining unexpended as of June 30, 2024 must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2024 and must reference the Contract Number.</p>							
Allocation Acceptance Requirements							
<p>In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. HCD will only accept applications electronically via email no later than 5:00 p.m. on:</p> <p style="text-align: center;">Friday, November 12, 2021</p> <p style="text-align: center;">HCD will only accept applications electronically at the following email address:</p> <p style="text-align: center;">HNP@hcd.ca.gov</p>							
Reporting Requirements							
<p>Applicant acknowledges and agrees to submit an annual report to the Department for the two years following distribution of TAY Program funds addressing the following:</p> <ol style="list-style-type: none"> A. Number of program participants served with program funds B. Details on use of program funds C. Details on housing navigators and other subcontractors D. Number of program participants served who were in the state's foster care system E. Number of program participants who were homeless at time of program entry F. Number of program participants who exited homelessness into temporary housing G. Number of program participants who exited homelessness into permanent housing. 							
Certification							
<p>On behalf of the entity identified in the signature block below, I certify that:</p> <p>The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.</p> <p>I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.</p> <p>In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.</p>							
Heather Snow		Director		[Signature]		[Date]	
Printed Name		Title of Signatory		Signature		Date	
Name:	Del Norte County Department of Health and Human Services			Phone Number:	707-464-3191		
Address:	880 Northcrest Drive			City:	Crescent City	State:	CA
				Zip:	95531		



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: December 3, 2021

AGENDA DATE: December 14, 2021

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Transitional Housing Program Round 3

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign the attached Agreement with the Department of Housing and Community Development to provide transitional housing services to youth in Del Norte County upon approval though June 30, 2024, in the amount of \$1600.00, as requested by the director of Health and Human Services.

DISCUSSION/SUMMARY:

The Department of Health and Human Services, Social Services Branch (SSB) serves young adults in Del Norte County with multiple services to help them attain self-sufficiency in preparation of adulthood. The Department of Housing and Community Development Transitional Housing Program will assist SSB to secure and maintain housing for young adults who are 18 to 25 years of age, with priority given to youth who are in the foster care system. These funds are used with other state and federal funds increasing the overall amount that SSB will have available to provide housing services to these youths.

ALTERNATIVES:

Do not approve the Agreement and seek other funding options to provide housing stability to youth in our community.

FINANCING:

State and federal funds. No County General Funds are required.

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CHILDREN'S IMPACT STATEMENT:

This action meets four of the five outcome measures for children in Del Norte County: 2) Children and youth are healthy and preparing for adulthood; 3) Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

None

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez, YES

COUNTY COUNSEL: Joel Campbell-Blair, YES

PERSONNEL:

OTHER DEPARTMENT:

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF DEL NORTE, STATE OF CALIFORNIA

IN THE MATTER OF: TRANSITIONAL HOUSING PROGRAM
RESOLUTION NUMBER: _____.

A RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF THE
COUNTY ALLOCATION AWARD UNDER THE TRANSITIONAL HOUSING PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an allocation acceptance form, dated October 1, 2021 under the Transitional Housing Program ("THP" or "Program") for \$8 million authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2021 (Chapter 69 of the Statutes of 2021) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code (the "Allocation Acceptance Form").

WHEREAS, the Allocation Acceptance Form relates to the availability of the funds under the Program; and

WHEREAS, the County of Del Norte was listed as an eligible applicant in the Allocation Acceptance Form, dated October 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Del Norte ("County") does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the Allocation Acceptance Form (the "THP Allocation Award"), up to the amount authorized the Allocation Acceptance Form and applicable state law.

SECTION 2. That if funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the Department advises County that County is eligible for an additional allocation from these remaining funds, County is hereby authorized and directed to accept this additional allocation of funds ("Additional THP Allocation") up to the amount authorized by Department.

SECTION 3. That Heather Snow, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be participate in the Program, including but not limited to a Standard Agreement, and be awarded the THP Allocation Award,

and any Additional THP Allocation, and any amendments to such documents (collectively, the "THP Allocation Award Documents").

SECTION 3. That County shall be subject to the terms and conditions that are specified in the THP Allocation Award Documents, and that County will use the THP Allocation Award funds and any Additional THP Allocation funds in accordance with the Allocation Acceptance Form, the THP Allocation Award Documents, and any and all other THP requirements, and other applicable laws.

PASSED AND ADOPTED this _____ day of _____, 20____, by the following vote:

INSTRUCTION:

AYES _____

NOES _____

ABSTENTIONS _____

ABSENT _____

By: _____
Chris Howard, Chair, Board of Supervisors

STATE OF CALIFORNIA

County of Del Norte

I, Kylie Goughnour, County Clerk of the County of Del Norte, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the County Board of Supervisors on this _____ day of _____ 20____.

Kylie Goughnour
Clerk of the County of Del Norte, State of California

By: _____
Kylie Goughnour, Clerk of the County of Del Norte

RESOLUTION CHECKLIST

Minimum Requirements

- ☐ County name
- ☐ Title of Signatory(ies)
Note: title of authorized signatory(ies) is preferred for THP resolutions. Names may be included, but the Department will then only accept signatures on behalf of the County from the named person. Supporting documentation evidencing the individual who currently holds the position **must** be provided.
- ☐ Reference to Allocation Acceptance Form date
- ☐ Standard Agreement or Grant Agreement language (authorizes signatory(ies) to sign Grant Contract/Standard Agreement)
- ☐ Amendment provision included
- ☐ Meeting Date, All Votes (Ayes, No's, Absent, Vacant), and signature(s) included
- ☐ Resolution number(s) **OR Project Site Name** (Required to differentiate multiple contracts issued to same contractor)

Authorized Signatory(ies) – *And vs. Or*

And – Director and Deputy Director

Both individuals named must sign the Standard Agreement.

Example: “The Board hereby authorizes Director **and** Deputy Director to execute the Standard Agreement in an amount not to exceed...”

Or – Director or Deputy Director

Either individual may sign--only one signature is required.

Example: “The Board hereby authorizes the Director **or** Deputy Director to execute the Standard Agreement in an amount not to exceed...”

And/or – Manager and/or Director

Effective December 9, 2014, HCD's Legal Assistance Division (LAD) declared this language legally insufficient. Resolutions with this language will not be accepted.

Example: “The Board hereby authorizes the Director **and/or** Deputy Director to execute the Standard Agreement in an amount not to exceed...”




The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*	<input type="text" value="Del Norte County"/>				
Remit-To Address (Street or PO Box)*	<input type="text" value="880 Northcrest DRive"/>				
City*	<input type="text" value="Crescent City"/>	State *	<input type="text" value="CA"/>	Zip Code**4	<input type="text" value="95531"/>
Government Type:	<input type="checkbox"/> City	<input checked="" type="checkbox"/> County	Federal Employer Identification Number (FEIN)* <input type="text" value="94-2254126"/>		
	<input type="checkbox"/> Special District	<input type="checkbox"/> Federal			
	<input type="checkbox"/> Other (Specify)	<input type="text"/>			

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person*	<input type="text" value="Heather Snow"/>	Title	<input type="text" value="Director"/>	
Phone number*	<input type="text" value="707-464-3191"/>	E-mail address	<input type="text" value="hsnow@co.del-norte.ca.us"/>	
Signature*			Date	<input type="text" value="11/16/21"/>

Transitional Housing Program (THP) Allocation Acceptance Round 3										Rev. 10/01/2021
County Allocation (select Applicant County in row 7 below):									\$1,600	
<p>Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2021 (Chapter 69 of the Statutes of 2021) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate \$8 million in funding to counties for the purpose of housing stability to help young adults 18 to 24 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.</p>										
Allocation Applicant										
Allocation Applicant is a County										
<p>Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 24 years in foster care. The allocation excludes Alpine and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 24.</p>										
Applicant County		Del Norte County								
Legal name of Applicant as stated on resolution:										
Del Norte County										
Address 880 Northcrest Drive										
City Crescent City State CA Zip 95531										
Auth Rep Name		Heather Snow		Title Director		Auth Rep Email		hsnow@co.del-norte.ca.us		Phone 707-464-3191
Contact Name		Crystal Nielsen		Title Program Manager		Email		cnielsen@co.del-norte.ca.us		Phone 707-464-3191
Address 880 Northcrest Drive										
City Crescent City State CA Zip 95531										
Federal Tax ID Number (FEIN) 94-2254126										
Administrative Fiscal Representative										
Legal Name		Irene Moreno		Contact Name		Irene Moreno		Contact Email		imoreno@co.del-norte.ca.us
Phone		707-464-3191		Address		880 Northcrest Drive		City Crescent City		State CA Zip 95531
File Name:		App Resolution		Reference sample resolution document				Attached to email?		Yes
File Name:		App TIN		Reference Taxpayer Identification Number (TIN) document				Attached to email?		Yes
Use of Funds										
<p>Funds shall be used to help young adults who are 18 to 24 years of age secure and maintain housing. Use of funds may include, but are not limited to:</p> <ol style="list-style-type: none"> 1) Identify and assist housing services for this population in your community; 2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system); 3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and 4) Provide engagement in outreach and targeting to serve those with the most severe needs. 										
Expenditure of Funds										
<p>Any grant funds remaining unexpended as of June 30, 2024, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2024 and must reference the Contract Number.</p>										
Allocation Acceptance Requirements										
<p>In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. HCD will only accept applications electronically via email no later than 5:00 p.m. on:</p> <p style="text-align: center; color: red; font-weight: bold;">Friday, November 12, 2021</p> <p style="text-align: center;">HCD will only accept applications electronically at the following email address:</p> <p style="text-align: center; color: blue; font-weight: bold;">THP@hcd.ca.gov</p>										
Reporting Requirements										
<p>Applicant acknowledges and agrees to submit an annual report to the Department for the two years following distribution of TAY Program funds addressing the following:</p> <ol style="list-style-type: none"> A. The number of program participants served with program funds B. Details on use of program funds C. Details on housing navigators and other subcontractors D. Number of program participants served who were in the state's foster care system E. Number of program participants served who were in the state's probation system F. Number of program participants who exited homelessness into temporary housing. G. The number of program participants who exited homelessness into permanent housing. 										
Certification										
<p>On behalf of the entity identified in the signature block below, I certify that:</p> <p>The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.</p> <p>I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.</p> <p>In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.</p>										
Heather Snow		Director		Signature				Date		
Printed Name		Title of Signatory		Signature				Date		
Name:		Del Norte County Department of Health and Human Services				Phone Number:		707-464-3191		
Address:		880 Northcrest Drive				City:		Crescent City		State: CA Zip: 95531



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: November 15, 2021

AGENDA DATE: December 14, 2021

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Residential Treatment and Detoxification Services

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign this Agreement for Residential Treatment and Detoxification Services with Empire Recovery Center for the period July 1, 2021 to June 30, 2022, not to exceed \$30,000, as requested by the Director of Health and Human Services.

DISCUSSION/SUMMARY:

The Department of Health and Human Services, Behavioral Health Branch (BHB) utilizes several residential facilities to provide alcohol and drug treatment counseling, as well as detoxification services. This facility is able to provide both the residential treatment and detoxification services to clients referred by BHB. DHHS BHB has utilized this facility for several years. These inpatient services are not available in Del Norte County for the individuals served by Behavioral Health.

ALTERNATIVES:

Do not approve Agreement at this time and secure alternative placement options.

FINANCING:

State and Federal funding, no County General Funds are required.

CHILDREN'S IMPACT STATEMENT:

This action meets four out of the five outcome measures for children in Del Norte County: 2) Children and youth are healthy and preparing for adulthood; 3) Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

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OTHER AGENCY INVOLVEMENT:

None.

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez, YES

COUNTY COUNSEL: Joel Campbell-Blair, Yes

PERSONNEL:

OTHER DEPARTMENT:

Period of July 1, 2021 through June 30, 2022

Del Norte County Contract No.: _____

Agreement for Residential Treatment and Detoxification Services

Contractor: Empire Recovery Center

Address: 1237 California Street

Redding, CA 96001

**AGREEMENT FOR
Residential Treatment and Detoxification Services**

This Agreement for Detoxification and Residential Substance Use Disorder Treatment ("Agreement") is made as of the Effective Date set forth below by and between the County of Del Norte, a political subdivision of the State of California ("the COUNTY"), and Empire Recovery Center, hereinafter referred to as "CONTRACTOR."

IDENTIFICATION OF CONTRACTOR. The address and phone number of the CONTRACTOR is 1237 California St. Redding, CA 96001, (530)243-7470. CONTRACTOR'S federal identification number is 94-2326975.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1 (the "Services"). CONTRACTOR shall provide said Services at the time place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Effective Date: July 1, 2021

Termination Date: June 30, 2022

The term of this Agreement (The "Term") shall be the period between the Effective Date and the Termination Date.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for Services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. RENEWAL.

This Agreement shall automatically renew for an additional term of ONE (1) year (12 months) on July 1, 2022 unless:

1. The Agreement is terminated by either party pursuant to Attachment D, 10. Termination; or
2. Either party provides the other party at least thirty (30) days written notice prior to July 1, 2022 of its intent not to renew this agreement.

In the event this Agreement renews automatically for an additional fiscal year, the contract fee(s) for that year shall be the amount set forth per participation in Attachment B.

5. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PARTIES.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4. CONTRACTOR shall adhere to the terms and conditions detailed in the Del Norte County Provider Handbook and any updates. A copy of the Provider Handbook is available to CONTRACTOR upon request.

6. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

7. INSURANCE.

CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

7.1 Coverage shall be at least as broad as:

- A. GENERAL LIABILITY.** Insurance coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. AUTOMOBILE LIABILITY.** Insurance covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- C. WORKERS' COMPENSATION.** As required by the State of California, with statutory limits, and Employer's Liability insurance with a limit no less than \$1,000,000 per accident for bodily injury or disease.
- D. MEDICAL MALPRACTICE.** Insurance with a limit of no less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate.

7.2 Additional insurance provisions are included in Attachment "D."

8. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

9. DESIGNATED REPRESENTATIVES.

Heather Snow, Director of the Del Norte County Department of Health and Human Services, or her designee, is the representative of the COUNTY and will administer this Agreement for the COUNTY. Marjeanne Stone, BA, M-RAS, CADCI, SUDCCIII-CS, is the representative of the CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

10. ATTACHMENTS.

All attachments referred to herein be attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Scope of Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Business Associate Agreement

11. NOTICES.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY": Heather Snow, Director
County of Del Norte
Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

If to "CONTRACTOR": Marjeanne Stone, BA, M-RAS, CADCI, SUDCCIII-CS
Empire Recovery Center
1237 California St.
Redding, CA 96001

12. TERMINATION.

- A. COUNTY or CONTRACTOR may terminate this agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. COUNTY may terminate or amend this agreement immediately upon giving written notice to the other party if advised that funds are not available from external sources for this agreement or for any portion hereof, or if funds in the COUNTY's yearly proposed and final budget are not appropriated by COUNTY for this agreement or any portion thereof.
- C. If the terms of the Termination Clause in Attachment D, D.10, conflict with this termination clause, then the terms of this termination clause control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____
day of _____, 2021.

"COUNTY"

COUNTY OF DEL NORTE

CHRIS HOWARD
Chair, Board of Supervisors

ATTEST:

KYLIE HERIFORD
Clerk of the Board

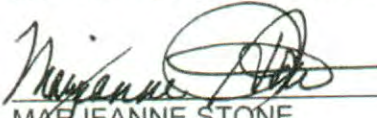
APPROVED AS TO FORM:



AUTUMN LUNA
County Counsel

"CONTRACTOR"

EMPIRE RECOVERY CENTER



MARJEANNE STONE
Executive Director

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

Residential Treatment Services

CONTRACTOR shall provide residential alcohol and drug treatment and counseling ("residential treatment") services to Del Norte County residents over the age of eighteen (18) who have been referred from the Del Norte Behavioral Health Branch. The residential treatment services provided to Del Norte County clients pursuant to the terms and conditions of this Agreement shall include, without limitation:

1. Provision of housing, utilities and daily personal essentials, including, without limitation, toothpaste, toothbrushes, deodorant, shampoo, hairbrushes and razors.
2. Provision of residential treatment for a period of thirty (30) days as appropriate. Residential treatment services extending beyond thirty (30) treatment days shall require written COUNTY approval with appropriate documentation in the client's record reflecting such approval.
3. Provision of one (1) individual intake assessment in which program regulations, significant drug and/or criminal history and previous drug treatment results are discussed with the client.
4. Provision of one (1) to two (2) hours of individual counseling from the client's primary counselor per treatment week, and any additional individual counseling deemed necessary by CONTRACTOR or the client.
5. Provision of thirty-two (32) to thirty-six (36) hours of group counseling per client, per treatment week, and any additional educational group counseling deemed necessary by CONTRACTOR.
6. Provision of two (2) hours of educational group counseling per client, per treatment week, and any additional educational group counseling deemed necessary by CONTRACTOR.

Residential Detoxification Services

CONTRACTOR shall provide residential alcohol and drug detoxification ("residential detoxification") services to Del Norte County residents over the age of eighteen (18) who are experiencing, or are in imminent danger of experiencing, physiological symptoms of withdrawal from alcohol and/or other chemical substances. The residential detoxification services provided to Del Norte County clients pursuant to the terms and conditions of this Agreement shall include, without limitation:

1. Provision of housing and daily personal essentials, including, without limitation, toothpaste, toothbrushes, deodorant, shampoo, hairbrushes and razors.
2. Assistance with the detoxification process for a period of three (3) to seven (7) days as appropriate. Residential detoxification services extending beyond seven (7) days shall require Del Norte County approval with appropriate documentation in the client's record reflecting such approval.

3. Provision of one (1) hour of individual counseling per client, per day, and any additional individual counseling deemed necessary by CONTRACTOR or the client.

4. Provision of two (2) hours of group counseling per client, per day, and any additional group counseling deemed necessary by CONTRACTOR.

A.2. TIME SERVICES RENDERED.

CONTRACTOR shall be available to render Services for the entire term of the Agreement; therefore, CONTRACTOR shall conform the delivery of Services to a general time schedule to be agreed upon between the Designated Representatives of the parties.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing Services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. TRANSPORTATION AND CLINICAL INFORMATION PROVIDED BY COUNTY.

COUNTY will assist each client in arrangement for transportation to and from the CONTRACTOR's principal place of business. COUNTY will provide such clinical information as requested by the CONTRACTOR if that information is available to the COUNTY Drug and Alcohol Services Program staff.

A.5. FACILITIES FURNISHED BY CONTRACTOR.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

B.1.a. COUNTY shall pay CONTRACTOR on an actual per bed day used basis, at the established provisional rate, but does not exceed ONE HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$150.00) per client per day.

COUNTY shall pay CONTRACTOR at the established provisional rate within (30) days following the submission of the invoice and all supporting documentation as required by COUNTY.

B.1.b. CONTRACTOR shall submit requests for payment in a format approved by the County Auditor-Controller. CONTRACTOR shall submit monthly to COUNTY, an invoice and supporting documentation identifying: beneficiary, service provider, type of service and requisite service code, date of service, time of day and length of time of services.

B.1.c. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) for bed days without an amendment to this Agreement approved by the Del Norte County Board of Supervisors.

B.1.d. Transportation from COUNTY to hospital and upon discharge from the hospital to COUNTY will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of the COUNTY. COUNTY, before transporting and admitting a patient into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR.

B.2 TRAVEL COSTS.

COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 9) and then COUNTY shall pay COUNTY per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED.

COUNTY shall not pay for services performed by CONTRACTOR and not authorized in this Agreement. COUNTY shall make payment for additional services to CONTRACTOR if, and only if, both parties in advance of performing additional services amend this Agreement.

ATTACHMENT C
ADDITIONAL PROVISIONS

C.1 PATIENT RECORDS/CONFIDENTIALITY

C.1.a. Clinical records of each client served at the FACILITY shall be the property of CONTRACTOR and shall be kept at least TEN (10) years. All Records shall be considered confidential patient records in accordance with California Welfare and Institutions Code Section 5328.

C.1.b. Clinical records shall contain sufficient detail to make possible an evaluation by COUNTY'S DHHS Mental Health Branch Director or the Director's designee, or the State Department of Health Care Services.

C.1.c. Clinical records shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967, as amended.

C.2 INSPECTION BY COUNTY

C.2.a. CONTRACTOR agrees to extend to COUNTY or its designee, the right to review and monitor all records, programs, or procedures, at any time in regards to client's, as well as the overall operation of CONTRACTOR'S programs in order to insure compliance with the terms and conditions of the agreement.

C.3 DISPUTE RESOLUTION

C.3.a. CONTRACTOR and COUNTY shall each appoint one responsible representative for the purpose of resolving disputes, which may arise during the term of this agreement.

C.4 RECORDS AND ACCOUNTING

C.4.a. CONTRACTOR shall maintain statistical records in a manner provided by the State of California, Health and Welfare Agency, and make such records available to COUNTY as required by COUNTY'S Director of Mental Health Branch of DHHS and the State of California, Health and Welfare Agency.

C.4.b. CONTRACTOR shall maintain accurate records of its costs and operating expenses. Such records of costs and expenditures shall be open to inspection by the COUNTY or the COUNTY'S designee.

C.4.c. Within ninety (90) days after the close of the fiscal year, CONTRACTOR shall provide COUNTY with an annual Cost Report in the appropriate format for submission to the State of California, Department of Health Care Services for Medi-Cal reimbursement. This Cost Report will establish the final basis upon which CONTRACTOR will be paid for services provided during the term of this Agreement.

C.5 PERSONNEL.

C.5.a. CONTRACTOR shall furnish such qualified professional personnel as prescribed by Title 9 of the California Administrative Code for the type of services described in Scope of Services attached.

C.5.b. CONTRACTOR'S personnel shall have the appropriate State licensure for their given profession. CONTRACTOR shall provide copies of current licensure for all clinical staff to COUNTY within thirty (30) days of execution of this Agreement or date of employment/renewal.

C.5.c. CONTRACTOR shall comply with all applicable federal and state laws, rules and regulations including but not limited to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, sexual preference, age, medical condition or handicap, (including compliance with the Federal Rehabilitation Act of 1973, Section 504).

C.6 QUALITY ASSURANCE.

CONTRACTOR shall notify COUNTY of any and all special incidents involving a County placement within 24 hours of the incident. All special incidents are reviewed by the County DHHS Mental Health Branch's Quality Improvement Committee and any recommendations will be forwarded both to the County DHHS Mental Health Branch Director and the CONTRACTOR'S Chief Executive Officer.

CONTRACTOR shall furnish COUNTY with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement.

CONTRACTOR shall complete and submit the Provider Satisfaction Survey to the County DHHS Mental Health Branch's Quality Assurance Analyst by June 1st of each fiscal year attached as Exhibit "A".

C.7 LICENSING REQUIREMENTS.

CONTRACTOR shall comply with all necessary county or state licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. CONTRACTOR shall abide by the Short-Doyle Act (Welfare and Institutions Code, Division 5, Part II, Section 5600 et seq.), Title 9 and Title 22 of the California Administrative Code, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Mental Health Policy Letters.

CONTRACTOR shall furnish to COUNTY within thirty (30) days of execution of this Agreement:

- a. A Program Schedule
- b. Treatment Staff Roster (including license number or evidence of credentialing).

C.8 UNAUTHORIZED DISCLOSURE.

CONTRACTOR shall protect unauthorized disclosure to anyone other than COUNTY of names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the CONTRACTOR as a result of services performed under this AGREEMENT.

C.9 AUDIT EXCEPTIONS.

CONTRACTOR shall be liable for DHCS audit exceptions due to inadequate documentation as per medical necessity documentation requirements and not actual medical necessity and shall reimburse COUNTY for any recoupments ordered by the State within sixty (60) days of the date of the State's or COUNTY's notice of recoupment order. If CONTRACTOR fails to reimburse the COUNTY within the time period, the COUNTY may offset the unpaid amount against any sums due from COUNTY to CONTRACTOR pursuant to this Agreement or any other agreement or obligation.

COUNTY shall be liable for DHCS audit exceptions should the patient not meet medical necessity criteria for placement.

C.10 PATIENTS RIGHTS.

CONTRACTOR shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code 5325; California Administrative Code, Title 9, Division 1, Chapter 4, Article. In addition, in all facilities providing the services described herein the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients' rights.

CONTRACTOR shall respond to any inquiries from the County Patients' Rights Advocate in accordance with COUNTY policy and State Statutes, including State Fair Hearings, as requested.

C.11 EPSDT NOTICE TO PATIENTS

CONTRACTOR shall provide the COUNTY's Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) (Exhibit B) notice to all children and young adults that will be receiving services under this Agreement.

C.12 GRIEVANCE, APPEAL PROCESS AND PROBLEM RESOLUTION

CONTRACTOR shall make the problem resolution process outlined in the DHHS-Mental Health Branch Policy and Procedure entitled Grievance, Appeal Process: Problem Resolution (attached as Exhibit "D"), CFR title 42 section 438.10(g)(1), and CFR title 42 section 438.414 available to all beneficiaries. CONTRACTOR shall also ensure that CONTRACTOR comply with all aspects of the problem resolution process, including but not limited to requirements and time frames, materials and signage, availability of assistance, and notification of all information to COUNTY.

C.13 CORRECTIVE ACTION PLAN

- a) If the CONTRACTOR fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the COUNTY may request a CAP from the CONTRACTOR to address these deficiencies and a timeline for implementation. Failure to submit CAP or adhere to the provisions in the CAP may result in a withholding of funds allocation to the CONTRACTOR for the provision of services and/or termination of this AGREEMENT for cause.

Failure to comply with monitoring requirements shall result in:

- a) COUNTY shall issue a report to the CONTRACTOR after conducting monitoring, utilization, or fiscal auditing reviews of the CONTRACTOR. When the COUNTY report identifies non-compliant services or processes, it shall require a CAP. The CONTRACTOR shall submit a CAP to the COUNTY within the timeframes required by the COUNTY.
 - 1. The CAP shall include:
 - a. A statement of the deficiency
 - b. A list of action steps to be taken to correct the deficiency
 - c. Target date for implementation of each correction action
 - d. Who will be responsible for correction and ongoing compliance
- b) COUNTY will provide written approval of the CAP to the CONTRACTOR. If COUNTY does not approve the CAP submitted by the CONTRACTOR, COUNTY will provide guidance on the deficient areas and request an updated CAP from the CONTRACTOR with a new deadline for submission.
- c) If the CONTRACTOR does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, COUNTY may withhold funds until the CONTRACTOR is in compliance. COUNTY shall inform the CONTRACTOR thirty (30) calendar days in advance of when funds will be withheld.

C.14 CHARITABLE CHOICE COMPLIANCE

Both Parties shall be in compliance with Title 42 CFR Part 54, Charitable Choice. Both Parties shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

Religious organizations are equally eligible for receipt of contracts through COUNTY and shall establish a referral process to those beneficiaries who may object to the religious nature of the program. Should a program beneficiary object to the religious character of CONTRACTOR's program, within a reasonable period of time after the date of such objection, the beneficiary shall have rights to notice, referral, and alternative services as described in Title 42 CFR Part 54. CONTRACTOR shall notify COUNTY and COUNTY shall refer those beneficiaries to an alternative provider who provides the same level of services within a reasonable period of time.

CONTRACTOR shall not use funds provided through the Agreement for religious program content such as sectarian worship, instruction, or proselytization.

ATTACHMENT D
GENERAL PROVISIONS

D.1. INDEMNITY.

D.1.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole cost and expense and with legal counsel approved by COUNTY, which approval shall not be unreasonably withheld), protect and hold harmless COUNTY and COUNTY's Related Parties (collectively, the "Indemnified Parties"), from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate to (directly or indirectly), arise out of this agreement or as the result of any cause whatsoever regardless of any passive negligence or strict liability of an Indemnified Party. CONTRACTOR understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties.

Without limiting CONTRACTOR's obligation to indemnify COUNTY upon COUNTY's request, CONTRACTOR shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the COUNTY at CONTRACTOR's sole cost, COUNTY from and against all Liabilities, paid, incurred or suffered by, or asserted against COUNTY in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the CONTRACTOR or CONTRACTOR's Related Parties, any of CONTRACTOR's Activities.

For purposes of defense and indemnification relating to this Agreement:

- (a) "Liabilities" means liabilities, lawsuits, claims, judgments, demands, clean-up orders, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, expenses, loss, penalties and other detriments of every nature and description whatsoever, including all costs and expenses of litigation or arbitration, attorneys' fees (whether COUNTY's or CONTRACTOR's staff attorneys or outside attorneys) and court costs, whether under state or federal law except for liabilities caused by the sole negligence or willful misconduct of the indemnified party.
- (b) "County's Activities" means actions that are the sole negligence of COUNTY or the willful misconduct of COUNTY.
- (c) "County and County's Related Parties" means COUNTY and COUNTY's elected officials, officers, volunteers, representatives, partners, designees, attorneys, employees, consultants, agents, successors and assigns, and any lender of COUNTY with an interest in the Project that is the subject of this contract.
- (d) "Contractor Activities" means any actions or omissions of CONTRACTOR or CONTRACTOR's Related Parties in the performance of this Agreement,

directly or indirectly arising from CONTRACTOR's operations, as well as any breach of any representation or warranty of CONTRACTOR set forth in this Agreement.

(e) "Contractor and Contractor's Related Parties" includes CONTRACTOR and its respective officers, directors, shareholders, members, partners, agents, employees, subcontractors, consultants, licensees, invitees, guarantors or affiliates. "Affiliates" means a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CONTRACTOR, where construction or interpretation of "control" shall be governed by Rule 144 of the Securities Act of 1993. CONTRACTOR shall use best efforts, or cause such persons to use best efforts, to provide COUNTY's legal counsel all reasonably necessary information relevant to such persons, including proper and legal corporate names and relationship (or lack thereof) to CONTRACTOR's articles of incorporation, certificates of good standing, and other documentation related directly or indirectly to alleged liabilities.

D.1.2. The COUNTY will be held harmless from any federal/state disallowance resulting from payments made to the CONTRACTOR. If the CONTRACTOR has received payments, it shall be liable for any federal/state disallowance made with respect to those payments. COUNTY shall recoup from the CONTRACTOR, the amount of any disallowance in the manner authorized by applicable laws and regulations.

D.1.3. In addition, the CONTRACTOR agrees to pay to COUNTY the amount of Del Norte County's liability to the federal/state government that results from the CONTRACTOR'S failure to perform the services or comply with the conditions required by this Agreement as identified by an audit exception.

D.1.4. To the extent that a federal/state audit disallowance, with or without interest, disallows a claim or claims that has or have resulted in payment by CONTRACTOR for services performed by a third-party non-governmental entity under this Agreement, or by COUNTY where such payment has been approved by CONTRACTOR, COUNTY shall be held harmless by CONTRACTOR for one hundred percent (100%) of the amount of such final audit disallowance, along with any interest thereon.

D.1.5. Both parties to this Agreement recognize that the CONTRACTOR is liable only for its own audit exceptions that relate to services under this Agreement, and has no liability for any other entity that may enter into a similar Agreement with the COUNTY for the performance of services.

D.1.6. The provisions of this section shall survive termination of this Agreement.

D.1.7. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from indemnification liability. Indemnification shall apply to all damages or claims for damages caused by CONTRACTOR'S Activities regardless if any insurance is applicable or not.

D.2. PERSONNEL.

D.2.1. CONTRACTOR shall assign only competent personnel to perform services

pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.3. TERMINATION.

D.3.1. If in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the services performed in accordance with this agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement.

D.3.2. At any time for any reason, upon thirty (30) days written notice to CONTRACTOR, County may terminate this Agreement and pay only for those services and material rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.3.3. CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.3.4. These terms are effective until terminated by either party. The COUNTY reserves the right, in its sole discretion, to terminate CONTRACTOR'S access to any or all of the confidential information and the related services or any portion thereof at any time, without notice.

D. 4. TIME.

D.4.1. CONTRACTOR shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. Time is of the essence for this Agreement and each covenant, term and condition herein.

D.5. CONFIDENTIAL INFORMATION.

D.5.1. In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California and or the laws of the United States. CONTRACTOR shall comply with all laws regarding

confidentially and shall advise and require all subcontractor's to comply with the laws of confidentiality. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the Services hereunder or termination.

Neither the CONTRACTOR or COUNTY, its officers, employees, agents, or subcontractors, shall without written authorization given by the COUNTY's CAO or unless requested by the County Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property. Response to a subpoena or court order shall not be considered "voluntary" provided COUNTY or CONTRACTOR gives notice to the other party of such court order or subpoena.

If CONTRACTOR or its officer, employees, or subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from the party releasing such information for any damages caused by CONTRACTOR, including COUNTY's attorney's fees.

CONTRACTOR and COUNTY shall promptly notify the other party should COUNTY or CONTRACTOR, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement. CONTRACTOR and COUNTY each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. County and CONTRACTOR agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by COUNTY or CONTRACTOR. However, CONTRACTOR and COUNTY's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality. All press releases and informational material shall receive approval from COUNTY prior to being released to the media.

D.6. DUTY OF HEIGHTENED CARE.

D.6.1. All compensation payable to CONTRACTOR hereunder shall be paid by COUNTY. CONTRACTOR acknowledges and recognizes that services under this Agreement have its source from tax dollars from tax payers of the State of California and that, given this fact, a heightened duty of care exists in CONTRACTOR to ensure that CONTRACTOR scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the services pursuant to this Agreement.

D.7. FINANCIAL RECORDS AND AUDITS.

D.7.1. CONTRACTOR shall maintain at CONTRACTOR's office or other place acceptable to COUNTY full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles, reflecting its revenues and expenses of fulfilling its performance obligations.

D.8. RIGHT TO SUBSTANTIATION.

D.8.1. COUNTY reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, CONTRACTOR shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries shall be produced for COUNTY as requested.

D.9. AGREEMENT ENFORCEMENT.

D.9.1. ASSURANCE OF PERFORMANCE. COUNTY may, at its option and in addition to all other remedies it may have, demand from CONTRACTOR reasonable assurances of timely and full performance hereunder, if:

D.9.1.1. CONTRACTOR is the subject of any labor unrest specifically targeted to its performance obligations under this Agreement (including work stoppage or slowdown, sick-out, picketing or other concerted job action); or

D.9.1.2. Is unable to regularly pay its bills as they become due; or

D.9.1.3. Is the subject of a final, non-appealable civil judgment over ten thousand dollars, (\$10,000) or a criminal judgment or order entered by a federal, state, regional or local agency for violation of an environmental or tax law; or

D.9.1.4. COUNTY believes in good faith that CONTRACTOR's ability to timely and fully perform performance obligations has thereby been placed in substantial jeopardy.

D.9.2. If CONTRACTOR fails or refuses to provide such reasonable assurances within ten (10) days' notice by COUNTY such failure or refusal shall constitute a CONTRACTOR Event of Default.

D.10. EVENTS OF BREACH.

D.10.1. RIGHT TO SETOFF. COUNTY shall have the right to reduce payment to CONTRACTOR for valid setoffs. Valid setoffs shall include:

D.10.1.1. The cost to correct defective work which has not been remedied by the CONTRACTOR; or

D.10.1.2. Costs resulting from default by CONTRACTOR on any other term or condition of this Agreement; or

D.10.1.3. Employee related expenses imposed upon COUNTY as a result of

CONTRACTOR's rendition of services under this Agreement.

D.10.2. CONTRACTOR'S DUTY OF NOTICE ON DEFAULT. Promptly on discovery of an Event of Default under this Agreement, CONTRACTOR shall deliver telephone notice to COUNTY (confirmed within three (3) calendar days by written notice from CONTRACTOR); describing the event and all action Borrower proposes to take with respect to such event.

D.10.3. COUNTY's RIGHT TO CURE. If CONTRACTOR fails to perform any obligation contained in this Agreement, COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, reimburse COUNTY for all such expenditures, and shall pay COUNTY interest on the amount of such expenditures from the date of such expenditure until full reimbursement at ten percent (10%) per annum. The performance of any act or payment by COUNTY as provided in this Agreement shall not be deemed a waiver or release of any obligation or default or the part of CONTRACTOR.

D.11. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

D.11.1. Either party fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by it.

D.11.2. Any representation or disclosure made to COUNTY by CONTRACTOR in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made or bring down thereof, whether or not any such representation or disclosure appears as part of this Agreement or CONTRACTOR knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports hereunder.

D.11.3. CONTRACTOR or COUNTY fails to pay any amount due under this Agreement.

D.11.4. Either party informs the other party of its intention not to perform or observe a term or provision of this Agreement.

D.11.5. Either party fails to provide reasonable assurances of performance.

D.11.6. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of CONTRACTOR, including without limit its vehicles and equipment, maintenance or office facilities, or any part thereof of such proportion as to impair CONTRACTOR's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and COUNTY Holidays.

D.11.7. CONTRACTOR files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to

CONTRACTOR or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of CONTRACTOR for a part of CONTRACTOR's operating assets or any substantial part of CONTRACTOR's property, or shall make any general assignment for the benefit of CONTRACTOR's creditors, or shall fail generally to pay CONTRACTOR's debts as they become due.

D.11.8. Any court having jurisdiction shall enter a decree or order for relief in respect of CONTRACTOR, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or CONTRACTOR shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of CONTRACTOR or for any part of CONTRACTOR's operating equipment or assets, or order the winding up or liquidation of the affairs of CONTRACTOR;

D.11.9. CONTRACTOR fails to notify COUNTY in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating activities to be performed under this Agreement, including traffic or transportation-related citations, and OSHA inspections.

D.11.10. Lapse of any insurance required under this Agreement.

D.11.11. If CONTRACTOR fails to satisfy conditions in accordance with this Agreement and such conditions are not waived by the COUNTY.

D.12. EXCUSE FROM PERFORMANCE.

D.12.1. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, tsunamis, other "acts of God", war, civil insurrection, riots, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by CONTRACTOR's employees or directed at CONTRACTOR is not an excuse from performance and CONTRACTOR shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide Agreement services due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of CONTRACTOR's employees while providing Agreement services to minimize any confrontation with pickets shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on CONTRACTOR's cooperation in providing services at different times.

D.12.2. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Notwithstanding, CONTRACTOR in the event of a catastrophic event shall comply with COUNTY's Emergency Preparedness Plan.

D.12.3. In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

D.12.4. The partial or complete interruption or discontinuance of CONTRACTOR's services caused by one or more of the events described in this Section and constituting an excuse from performance shall not constitute an event of Default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, the existence of an excuse from performance shall not affect COUNTY's Right to Perform Upon Default; and if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third party labor disputes where service cannot be provided for reasons described earlier in this Section, COUNTY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days notice.

D.13. REMEDIES UPON DEFAULT.

D.13.1. Upon occurrence of a CONTRACTOR Event of Default, COUNTY shall have the following rights:

D.13.1.1. COUNTY's Right to Perform Upon Default. In addition to any and all other legal or equitable remedies, in the event that CONTRACTOR, for any reason whatsoever, fails, refuses or is unable to perform services which it is required by the Agreement to perform, at the time and in the manner provided in this Agreement, then COUNTY shall have the right, but not the obligation, to cause to be performed such services with other personnel;

D.13.1.2. Right to Terminate Upon Default. COUNTY shall have the right to terminate this Agreement without need for any hearing, suit or legal action. CONTRACTOR shall forfeit any performance bond to COUNTY as liquidated damages upon such termination;

D.13.1.3. Right to Suspend the Agreement. COUNTY shall have the right to suspend the Agreement, at the COUNTY's option, perform CONTRACTOR's obligations; and

D.13.1.4. All Other Available Remedies. COUNTY shall have the right to exercise its remedies in accordance with this Agreement and any other available remedies at law and in equity, including specific performance.

D.13.2. COUNTY's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which COUNTY may have under law or as otherwise provided in this Agreement.

D.13.3. By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by COUNTY to CONTRACTOR, the remedy of damages for a breach hereof by CONTRACTOR is inadequate and COUNTY shall be entitled to injunctive relief.

D.13.4. In the event either party is entitled to recover damages for breach of this Agreement, the damages shall bear interest at a rate equal to the statutory amount of ten percent (10%) for private parties and seven percent (7%) if against a governmental entity, commencing on the date of breach.

D.14. OWNERSHIP OF INFORMATION.

D.14.1. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the services hereunder or termination. The COUNTY agrees to hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS.

D.15.1. The COUNTY's obligation under this agreement is subject to the availability of authorized funds. The COUNTY may terminate the agreement, or any part of the agreement work, without prejudice to any right or remedy of the COUNTY, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this agreement, or any subsequent Amendment, the COUNTY may, upon written Notice to the CONTRACTOR, terminate this agreement in whole or in part.

D.15.2. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the agreement is terminated for non-appropriation, the COUNTY will be liable only for payment in accordance with the terms of this agreement for services rendered prior to the effective date of termination; and CONTRACTOR shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

D.15.3. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D.15.4. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either: Cancel this Contract or, offer a contract amendment reflecting the reduced funding.

D.16. WAIVER.

D.16.1. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.17. COMPLETENESS OF INSTRUMENT.

D.17.1. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.18. SUPERSEDES PRIOR AGREEMENTS.

D.18.1. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19. ATTORNEY'S FEES.

D.19.1. If any action at law or in equity, excepting an action for declaratory relief, is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision or this Agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by COUNTY) which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

D.20. COMPLIANCE WITH LAWS.

D.20.1. CONTRACTOR's services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the DHHS, COUNTY, State of California, and the United States government. CONTRACTOR agrees to indemnify COUNTY against any damages, expenses, or price reductions under this Agreement resulting from CONTRACTOR's or CONTRACTOR's lower-tier sub' failure to comply with the above laws and regulations.

D.21. SUCCESSORS AND ASSIGNS.

D.21.1. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. COUNTY and CONTRACTOR recognize and acknowledge that CONTRACTOR is hereunder employed in a position where CONTRACTOR will be rendering services of a special, unique, unusual and extraordinary character requiring extraordinary ingenuity and effort by CONTRACTOR. The parties hereto recognize that a substantial inducement to COUNTY for entering into this Agreement is the reputation, experience, and competence of CONTRACTOR. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the COUNTY. Any attempt to assign or delegate

this Agreement without the express written consent of COUNTY shall be void and of no force or effect. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. CONTRACTOR shall provide qualifications of assignees for review by COUNTY, which will not unreasonably withhold consent. CONTRACTOR shall not subcontract any portion of the work to be performed without the prior written authorization of COUNTY. If COUNTY consents to said subcontract, CONTRACTOR shall be fully responsible to COUNTY for all acts or omissions of subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

D.22. INDEPENDENT CONTRACTOR.

D.22.1. COUNTY and CONTRACTOR are and at all times shall be and remain independent contractors as to each other, and no joint powers agency or other legal relationship which would impose vicarious liability upon one party for the act or omission of the other shall be created or implied hereby or herefrom. CONTRACTOR acknowledges that CONTRACTOR's employees shall not be covered under the COUNTY's employee benefit plan. At all times during the term of this Agreement, CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance, and any other costs and expenses in connection with performance of services under this Agreement. Neither party has or shall have the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. COUNTY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

D.23. MODIFICATION.

D.23.1. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24. COUNTERPARTS.

D.24.1. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.25. OTHER DOCUMENTS.

D.25.1. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of

these purposes.

D.26. PARTIAL INVALIDITY.

D.26.1. If any term, covenant, condition, or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

D.27. JURISDICTION.

D.27.1. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the COUNTY of Del Norte or the U.S. District Court, California Northern District, and CONTRACTOR hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

D.28. TIME IS OF THE ESSENCE.

D.28.1. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29. AUTHORITY.

D.29.1. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any stated and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30. CONFLICT OF INTEREST.

D.30.1. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

D.31. ADVICE OF COUNSEL.

D.31.1. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be

construed, in all cases, according to its fair meaning, and not for or against either party hereto.

D.32. INDEPENDENT REVIEW.

D.32.1. Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

D.33. POSSESSORY INTEREST.

D.33.1. A taxable possessory interest, as those words are used in the California Revenue and Taxation Code section 107, may be created by this Agreement; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.34. TAXES.

D.34.1. The CONTRACTOR shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties, and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.35. NON-DISCRIMINATION.

D.35.1. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

D.36.1. In addition to application of the non-discrimination provision of this Agreement above, CONTRACTOR agrees to also comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

D.37.1. CONTRACTOR warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

D.38. CAPTIONS.

D.38.1. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.39. DEFINITIONS.

D.39.1. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.39.1.1. NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms, or associations, wherever the context so requires.

D.39.1.2. MANDATORY AND PERMISSIVE. "Shall", "will", and "agrees" are mandatory. "May" is permissive.

D.40. NOTICES.

D.40.1. Any notice required to be given under this Agreement may be given by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed communicated as of three days from mailing or the day that personal service was effectuated. Mailed notices shall be addressed as set forth below, but each party may change [his or her or its] address by written notice in accordance with this paragraph.

D.40.1.1. If to "COUNTY":

Heather Snow, Director
Del Norte County Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

With a copy to:

County of Del Norte
Office of County Counsel
981 H Street, Suite 220
Crescent City, CA 95531

D.40.1.2. If to "CONTRACTOR":

Marjeanne Stone, BA, M-RAS, CADCII, SUDCCIII-CS
Empire Recovery Center
1237 California Street
Redding, CA 96001

D. 41. LICENSES, PERMITS, LAWS.

D.41.1. CONTRACTOR represents and warrants to COUNTY that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to perform under this agreement. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding Operative Provision No. 14. CONTRACTOR shall comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

D.42. STANDARD OF PERFORMANCE.

D.42.1. CONTRACTOR warrants that CONTRACTOR, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like circumstances. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter this Agreement. It is understood that acceptance of CONTRACTOR'S work by COUNTY shall not operate as a waiver or release. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

D.43. ENTIRE AGREEMENT.

D.43.1. This Agreement, together with its specific references and attachments, is the complete statement of the subject between the parties and takes the place of all prior discussions, negotiations, whether oral or written. This Agreement shall not be modified except in writing, signed by both parties. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.44. FEDERAL HEALTH CARE PROGRAM EXCLUSION

D.44.1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid or the State Children's Insurance Program, except for emergency services.

D.44.2. CONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part.

D.44.3. CONTRACTOR shall screen all staff employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined hereunder. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List", and the United States, Health and Human Services, Office of Inspector General "List of Excluded Individuals/Entities" or any other list pursuant to 42 C.F.R. 438.214(d). CONTRACTOR shall screen prospective staff prior to hire or engagement.

D.44.4. CONTRACTOR and staff shall be required to disclose to COUNTY immediately any debarment, exclusion or other event that makes CONTRACTOR or any staff person an Ineligible or Excluded person. If the CONTRACTOR becomes aware that a staff member has become an Ineligible or Excluded person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, business or health care operations related to this Agreement.

D.44.5. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all loss or damage COUNTY may suffer arising from any Federal exclusion of CONTRACTOR or its staff members from such participation in a Federally funded health care program.

D.44.6. Failure by CONTRACTOR to meet the requirements of this Section, D.44, shall constitute a material breach of Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

D.45. ENVIRONMENTALLY PREFERRED PRODUCTS POLICY

D.45.1. It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

D.46. OTHER INSURANCE PROVISIONS.

D.46.1. If a treating provider is not an employee of CONTRACTOR, or otherwise not included as an additional insured under CONTRACTOR'S Medical Malpractice insurance policy, the treating provider must maintain a policy of

Medical Malpractice insurance with limits equal to or greater than those required in this Agreement. Upon termination of this Agreement, CONTRACTOR and any treating providers shall maintain a Medical Malpractice policy which shall insure against claims made relating to services performed during the term of the Agreement.

D.46.2. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

D.46.3. Claims-made policies must be declared to and approved by the COUNTY'S Risk Management division prior to the execution of this agreement.

D.46.4. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR.

D.46.5. For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary coverage as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

D.46.6. Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to COUNTY thirty days prior to the policy's termination date.

D.46.7. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

D.46.8. CONTRACTOR shall furnish COUNTY with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D.46.9. Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII, unless otherwise declared to and accepted by COUNTY.

ATTACHMENT E

COUNTY OF DEL NORTE BUSINESS ASSOCIATE AGREEMENT

This Addendum applies to services involving access to Protected Health Information on behalf of the County of Del Norte. Such access may include the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which a client's health information could at some point be used or disclosed to the contractor. For the purposes of this Addendum, the contractor is deemed a "business associate" of the County. This Addendum complies with federal privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

1. Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 45 Code of Federal Regulations (CFR) parts 5b; 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule".
2. Contractor may use or further disclose any Protected Health Information, provided by or obtained on behalf of the County, to perform functions, activities or services as specified in this Addendum, provided that such use or disclosure does not violate the Privacy Rule as it applies to the County.
3. Contractor shall not use or disclose Protected Health Information other than as permitted or required by this Addendum or as required by State or Federal Regulations.
4. Contractor shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for in this Addendum.
5. Contractor shall report to the County any use or disclosure of Protected Health Information not provided for in this Addendum of which it becomes aware.
6. Contractor shall ensure that any agent, including subcontractors, with whom it shares (creates, receives, provides) Protected Health Information on behalf of the County, agrees to applicable restrictions and conditions with respect to such information.
7. Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements of 45 CFR 164.524.
8. Contractor shall make any amendment(s) to Protected Health Information, pursuant to 45 CFR 164.526, at the request of the County or an Individual, and in the time and manner designated by county policies and procedures in compliance with the Privacy rule.
9. Contractor shall document and make available such disclosures of Protected Health Information required to provide an accounting of disclosures, at the request of an Individual, in accordance with 45 CFR 164.528.
10. Contractor shall make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the Secretary of the United States Department of Health

and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for the purposes of determining compliance with the Privacy Rule.

11. A breach by Contractor of any provision of this Addendum, as determined by the County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the contract by the County.

- A. Except as provided in subparagraph B of this section, upon termination of this Addendum for any reason, Contractor, including agents and subcontractors, shall return or destroy all Protected Health Information received from the County, or created and received by Contractor on behalf of the County. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
- B. If return and destruction is not feasible, Contractor shall provide the County notification of the conditions that make return or destruction unfeasible. Upon mutual agreement between Contractor and the County, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures to those purposes that make return or destruction infeasible, for so long as Contractor, or any agents or subcontractors, maintains Protected Health Information.

12. The Parties agree to amend this Addendum from time to time as necessary for the County to comply with the requirements of the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

DEPARTMENT OF HEALTH AND HUMAN SERVICES, MENTAL HEALTH BRANCH
Provider Satisfaction Survey
EXHIBIT "A"

The Department of Health and Human Services, Mental Health Branch is gathering data relevant to Medi-Cal standards. This is not a quiz and there are no "right" or "wrong" answers. Respond to the questions based on your experiences. This survey is to be completed by direct service delivery staff only. **Your name is not required.** After completing the survey, please place it in the return envelope and drop it in the mail or return it to the receptionist. If you have specific questions you may call the Quality Improvement Administrative Analyst at 707-464-7224. Thank you for taking the time to complete this survey. Your timely and thoughtful responses are appreciated.

1. During the problem resolution process, a consumer can appoint others to act on his/her behalf.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
2. In my opinion, I have received adequate training on confidentiality.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
3. I believe that I have adequate information about community resources.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
4. I have received adequate training on how to administer the tools for outcome measurements (Performance Outcome Quality Improvement)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
5. I have received adequate training on how to use the information gained from the outcome measurements.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
6. I have received adequate training on how to use language interpreter services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
7. I receive updates on policy and procedure information.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
8. I know my agency's process for assuring access for clients to crisis services when urgent situations occur.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
9. My agency encourages clients to have a say in the initial selection of their treatment staff.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
10. My agency has a process for obtaining physical health care for our clients.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
11. I believe that I have sufficient skills and training to do the tasks required for my job.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
12. I have been adequately trained on the medical necessity criteria for our clients.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
13. I have a good understanding of how the authorization process works.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
14. If I have a client with a hearing or visual impairment, I am aware of our policies on how to review the agency information with them.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
15. I know how to successfully obtain an authorization for services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
16. Our agency has a process for adapting our physical facilities to be comfortable and inviting to culturally diverse clients.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
17. Our agency has processes to provide services to the specific cultural needs of each individual served.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
18. Our agency has processes to provide services to individuals with specific linguistic needs such as sign language or large print information.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
19. Our agency has a process for referring individuals to culturally appropriate services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
20. I believe the Provider Problem and Grievance Process is available and easy to use.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
21. Our agency has adequate processes for exchanging information with primary care physicians.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
22. I have received training on how to admit an individual into Inpatient Services, when needed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
County of Del Norte Department of Health and Human Services, Mental Health Branch Provider Survey	Date:			



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: November 15, 2021

AGENDA DATE: December 14, 2021

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Mental Health Rehabilitation Services

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign this Agreement for Mental Health Rehabilitation Services with Willow Glen Care Center, Cedar Grove for the period July 1, 2021 to June 30, 2022, not to exceed \$150,000, as requested by the Director of Health and Human Services.

DISCUSSION/SUMMARY:

The Department of Health and Human Services, Behavioral Health Branch (BHB) utilizes several facilities for the treatment of adults when the severity of their behavioral health illness requires 24-hour ongoing care. Willow Glen Care Center offers the appropriate level of care and supervision in a locked facility whenever adults under Lanterman Petris Short (LPS) Conservatorship are required to be placed in a long-term care facility. These inpatient services are not available in Del Norte County for the individuals served by Behavioral Health and the Public Guardian. This contractor is also a certified Medi-Cal provider for day treatment services, thus augmenting the BHB's contribution to the program.

ALTERNATIVES:

Do not approve Agreement at this time and secure alternative placement options.

FINANCING:

State and Federal Funding, no County General Funds are required.

CHILDREN'S IMPACT STATEMENT:

This action meets four out of the five outcome measures for children in Del Norte County: 2) Children and youth are healthy and preparing for adulthood; 3) Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

None.

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez, YES

COUNTY COUNSEL: Joel Campbell-Blair, Yes

PERSONNEL:

OTHER DEPARTMENT:

Fiscal Period July 1, 2021 through June 30, 2022

Del Norte County Contract No.: _____

Agreement for Mental Health Rehabilitation Services

Contractor: **Willow Glen Care Center Cedar Grove**

Address: 1251 Stabler Lane

Yuba City, CA 95993

AGREEMENT FOR MENTAL HEALTH REHABILITATION SERVICES

This agreement is entered into between the County of Del Norte, a political subdivision of the State of California, through its Health and Human Services Agency ("COUNTY") and Willow Glen Care Center Cedar Grove, a California Corporation ("CONTRACTOR") for the provision of residential mental health rehabilitation services ("MHRC") at Cedar Grove Psychiatric Treatment Center.

IDENTIFICATION OF CONTRACTOR. The address and phone number of the CONTRACTOR is 1251 Stabler Lane., Yuba City, CA 95993, (530)751-9903. CONTRACTOR'S federal identification number is 68-0386402.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those service described in Attachment "A", Provision A-1 (The "Services"). CONTRACTOR shall provide said Services at the time place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM. The term of this Agreement (the "Term") shall be the period between the Effective Date and the Termination Date.

Effective Date: July 1, 2021

Termination Date: June 30, 2022

3. PAYMENT.

COUNTY shall pay CONTRACTOR for Services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for Services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said Services to COUNTY in the manner specified in Attachment "B".

4. RENEWAL.

This Agreement shall automatically renew for an additional term of ONE (1) year on the annual anniversary of the Effective Date set forth in provision 2 above unless:

- A. The Agreement is terminated by either party pursuant to provision 12; or
- B. Either party provides the other party at least THIRTY (30) days written notice prior to June 30, 2022 of its intent not to renew this Agreement.
- C. In the event this Agreement renews automatically for an additional fiscal year, the Agreement fee(s) for that year shall be the amount set forth per participation in Attachment B.

5. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PARTIES.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4. CONTRACTOR acknowledges receipt of a copy of the "Provider Handbook" of Del Norte County Behavioral Health Services and shall adhere to the terms and conditions detailed in the Provider Handbook.

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

8. DESIGNATED REPRESENTATIVES.

Heather Snow, Director of the Department of Health and Human Services, or designee, is the representative of the COUNTY and will administer this Agreement for the COUNTY. Jeff Payne, Executive Director, is the representative of the CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

9. INSURANCE.

CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

9.1 GENERAL LIABILITY. Insurance coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

9.2 MEDICAL MALPRACTICE. Insurance with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

9.3 WORKERS' COMPENSATION. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

9.4 AUTOMOBILE LIABILITY INSURANCE. Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

Other insurance provisions are included in Attachment "D".

10. NOTICES

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY": Heather Snow, Director
Dept of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

If to "CONTRACTOR": Jeff Payne, Executive Director
Willow Glen Care Center
1547 Plumas Ct.
Yuba City, CA 95991

11. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein (including any and all Exhibits there to) Attachments include:

Attachment A – Scope of Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Exhibit "A" – Provider Satisfaction Survey

12. TERMINATION.

12.1 If in the opinion of COUNTY, CONTRACTOR fails to perform the Services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the Services performed in accordance with this Agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement.

12.2 At any time for any reason, upon thirty days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those Services rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the Services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

12.3 CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

12.4 These terms are effective until terminated by either party. COUNTY reserves the right, in its sole discretion, to terminate your access to any or all of the confidential information and the related Services or any portion thereof at any time, without notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2021.

"COUNTY"
COUNTY OF DEL NORTE

Chris Howard
Chair, Board of Supervisors

ATTEST:

Kylie Goughnour
Clerk of the Board

APPROVED AS TO FORM:

Autumn Luna
Assistant County Counsel

"CONTRACTOR"
WILLOW GLEN CARE CENTER

Jeff Payne
Executive Director

ATTEST:

Secretary

Attachment A
Scope of Services

Cedar Grove MHRC – A locked 44-bed mental health rehabilitation center specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. The Center provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing and implementing the skills necessary to reduce utilization of inpatient hospital days and provide stable placement in a secure environment. The goal of CG is to assist identified mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care for identified clients. The Cedar Grove Program shall:

- i. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for clients to transition to a lower level of care where appropriate.
- ii. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
- iii. Review residents on a weekly basis with the multidisciplinary team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary team will assess and review residents on a monthly basis with recommendations for transitioning to a lower level of care when indicated.
- iv. Offer long-term residents a safe, structured, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting.
- v. Offer a variety of activities which include, but are not limited to:
 1. Crisis Prevention
 2. Psychopharmacologic Medication Evaluation and Management
 3. Wellness and Recovery Services
 4. Medical Service Referral
 5. Peer Support Groups
 6. Client Advocacy
 7. Therapeutic Community
 8. Planned Activities including:
 - a. Substance Use Disorder education
 - b. Competency restoration
 9. Daily Living Skills
- vi. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.

ATTACHMENT B PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

- B.1.a.** COUNTY shall pay CONTRACTOR for services at a rate not to exceed THREE HUNDRED SEVENTY DOLLARS AND NO CENTS (\$370.00) per client per day.
- B.1.b.** COUNTY shall pay CONTRACTOR for board and care at a rate not to exceed EIGHT HUNDRED TEN DOLLARS AND NO CENTS (\$810.00) per month.
- B.1.c.** COUNTY reserves the rights to request access to additional beds at the above net negotiated basic service rate during the term of this Agreement.
- B.1.d.** CONTRACTOR shall not bill COUNTY for Services provided to clients 65 years of age and older who are Medi-Cal eligible.
- B.1.e.** CONTRACTOR shall submit a single written, monthly statement specifying all services provided at the FACILITY pursuant to this agreement ("STATEMENT") by the tenth (10th) day of each month following the month in which services were rendered. The Statement shall include, at a minimum, the facility's name, number of days of service, and dates of service for each client billed for, based on actual bed days used. COUNTY shall make payment within thirty (30) days of receipt of CONTRACTOR'S correct and approved Statement.
- B.1.f.** In no event shall total compensation paid to CONTRACTOR each Fiscal Year under this Agreement exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) without an amendment in writing to this Agreement approved by the Del Norte County Board of Supervisors.

B.2 TRAVEL COSTS.

COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance in writing by the COUNTY representative (Agreement Provision 8) and then COUNTY shall pay COUNTY per diem rates in effect on the date of invoice upon presentation of invoices, subject to the Agreement maximum compensation set forth in B.1.f.

B.3 AUTHORIZATION REQUIRED.

COUNTY shall not pay for Services performed by CONTRACTOR and not authorized in this Agreement. COUNTY shall make payment for additional Services to CONTRACTOR if, and only if, both parties in advance of performing additional Services amend this Agreement in writing.

**ATTACHMENT C
ADDITIONAL PROVISIONS**

C.1 PATIENT RECORDS/CONFIDENTIALITY:

C.1.a. Clinical records of each client served at the FACILITY shall be the property of CONTRACTOR and shall be kept at least ten (10) years or until audit findings are resolved. All Records shall be considered confidential patient records in accordance with California Welfare and Institutions Code Section 5328.

C.1.b. Clinical records shall contain sufficient detail to make possible an evaluation by COUNTY'S Behavioral Health Director or the Director's designee, or the State Department of Health Care Services.

C.1.c. Clinical records shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967, as amended.

C.2 INSPECTION BY COUNTY:

C.2.a. CONTRACTOR agrees to extend to COUNTY or its designee, the right to review and monitor all records, programs, or procedures, at any time in regards to client's, as well as the overall operation of CONTRACTOR'S programs in order to insure compliance with the terms and conditions of the Agreement.

C.2.b. All expenses of copying records and other documents shall be borne by the party seeking to review those records or documents.

C.3 DISPUTE RESOLUTION

C.3.a. CONTRACTOR and COUNTY shall each appoint one responsible representative for the purpose of resolving disputes, which may arise during the term of this Agreement.

C.4 RECORDS AND ACCOUNTING

C.4.a. CONTRACTOR shall maintain statistical records in a manner provided by the State of California, Health and Welfare Agency, and make such records available to COUNTY as required by COUNTY'S Director of Behavioral Health and the State of California, Health and Welfare Agency.

C.4.b. CONTRACTOR shall maintain accurate records of its costs and operating expenses. Such records of costs and expenditures shall be open to inspection by the COUNTY or the COUNTY'S designee.

C.4.c. CONTRACTOR agrees to provide COUNTY such accounting and/or fiscal information requested by the COUNTY for completion of the required Short/Doyle Medi-Cal Cost report. This information shall be provided in a format to be determined by the COUNTY and shall be delivered to the COUNTY no later the ninety (90) calendar days following the close of the Fiscal Year.

C.5 MEDI-CAL PROVIDER ELIGIBILITY

CONTRACTOR agrees to meet the requirements contained in the *SHORT DOYLE/MEDI-CAL MANUAL FOR THE REHABILITATION OPTION AND TARGETED CASE MANAGEMENT, Children, Adolescents, Adults and Older Adults* as issued by the California

Department of Health Care Services in order to maintain continuing Short-Doyle/Medi-Cal provider certification.

C.6 OUTCOME

The expected outcome of this program is that of enabling psychiatrically impaired COUNTY clients to function at their highest possible level, and to move them, whenever possible, into less restrictive environments.

C.7 ADMISSION POLICIES:

C.7.a. All referrals to any CONTRACTOR facility must be authorized by COUNTY Behavioral Health Director, or his designee, who is the COUNTY contact person regarding patient admission and supervision.

C.7.b. The final admission decision rests with CONTRACTOR and shall be communicated to COUNTY, whether the client is admitted or denied admission, verbally or in writing, within 72 working hours of COUNTY's referral. CONTRACTOR agrees to review and reevaluate admission denials with COUNTY, if requested within 72 working hours of the denial. The review process may include participation by CONTRACTOR Administrator and COUNTY Behavioral Health Director, or his designee.

C.7.c. CONTRACTOR policies and procedures for admission shall be based on the terms of this Agreement and shall include a provision that persons are accepted and may participate in activities without discrimination on the basis of race, color, physical or mental handicap, or other non-merit factors.

C.7.d. Patient rights shall comply with Welfare and Institutions Code, Division 5, Section 5325; and CAC, Title 9, Article 6.

C.8 QUALITY ASSURANCE.

CONTRACTOR shall notify COUNTY of any and all special incidents involving a County placement within 24 hours of the incident. All special incidents are reviewed by the County DHHS Behavioral Health Branch's Quality Improvement Committee and any recommendations will be forwarded both to the County DHHS Behavioral Health Branch Director and the CONTRACTOR'S Chief Executive Officer. CONTRACTOR shall furnish COUNTY with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement. CONTRACTOR shall complete and submit the Provider Satisfaction Survey to the County DHHS Behavioral Health Branch's Quality Assurance Analyst by May 1, 2021 attached as Exhibit "A".

C.9 GRIEVANCE PROCEDURES.

CONTRACTOR shall follow COUNTY procedures should a grievance be filed. If a grievance is filed, CONTRACTOR shall contact COUNTY's Behavioral Health Branch Quality Improvement Coordinator and provide the grievance information and any filed documentation.

C.10 PATIENTS RIGHTS.

CONTRACTOR shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code 5325; California Administrative Code, Title 9, Division 1, Chapter 4, Article 6. In addition, in all facilities providing the services described herein the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients' rights.

CONTRACTOR shall respond to any inquiries from the County Patients' Rights Advocate in accordance with COUNTY policy and State Statutes, including State Fair Hearings, as requested.

C.11 COMPLIANCE WITH PROVIDER HANDBOOK

CONTRACTOR shall comply with the applicable Welfare and Institutions Code; the California Code of Regulations, Title 9, Division 1; Title 22, Division 5, Licensing and Certification and the Del Norte County Provider Handbook. A copy of the Del Norte County Provider Handbook is available upon request.

C.12 CORRECTIVE ACTION PLAN

- a) If the CONTRACTOR fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the COUNTY may request a CAP from the CONTRACTOR to address these deficiencies and a timeline for implementation. Failure to submit CAP or adhere to the provisions in the CAP may result in a withholding of funds allocation to the CONTRACTOR for the provision of services and/or termination of this AGREEMENT for cause.

Failure to comply with monitoring requirements shall result in:

- a) COUNTY shall issue a report to the CONTRACTOR after conducting monitoring, utilization, or fiscal auditing reviews of the CONTRACTOR. When the COUNTY report identifies non-compliant services or processes, it shall require a CAP. The CONTRACTOR shall submit a CAP to the COUNTY within the timeframes required by the COUNTY.
 1. The CAP shall include:
 - a. A statement of the deficiency
 - b. A list of action steps to be taken to correct the deficiency
 - c. Target date for implementation of each correction action
 - d. Who will be responsible for correction and ongoing compliance
- b) COUNTY will provide written approval of the CAP to the CONTRACTOR. If COUNTY does not approve the CAP submitted by the CONTRACTOR, COUNTY will provide guidance on the deficient areas and request an updated CAP from the CONTRACTOR with a new deadline for submission.
- c) If the CONTRACTOR does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, COUNTY may withhold funds until the CONTRACTOR is in compliance. COUNTY shall inform the CONTRACTOR thirty (30) calendar days in advance of when funds will be withheld.

**ATTACHMENT D
GENERAL PROVISIONS**

D.1. INDEMNITY.

D.1.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole cost and expense and with legal counsel approved by COUNTY, which approval shall not be unreasonably withheld), protect and hold harmless COUNTY and COUNTY's Related Parties (collectively, the "Indemnified Parties"), from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate to (directly or indirectly), arise out of this agreement or as the result of any cause whatsoever regardless of any passive negligence or strict liability of an Indemnified Party. CONTRACTOR understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties.

Without limiting CONTRACTOR's obligation to indemnify COUNTY upon COUNTY's request, CONTRACTOR shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the COUNTY at CONTRACTOR's sole cost, COUNTY from and against all Liabilities, paid, incurred or suffered by, or asserted against COUNTY in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the CONTRACTOR or CONTRACTOR's Related Parties, any of CONTRACTOR's Activities.

For purposes of defense and indemnification relating to this Agreement:

- (a) "Liabilities" means liabilities, lawsuits, claims, judgments, demands, clean-up orders, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, expenses, loss, penalties and other detriments of every nature and description whatsoever, including all costs and expenses of litigation or arbitration, attorneys' fees (whether COUNTY's or CONTRACTOR's staff attorneys or outside attorneys) and court costs, whether under state or federal law except for liabilities caused by the sole negligence or willful misconduct of the indemnified party.
- (b) "County's Activities" means actions that are the sole negligence of COUNTY or the willful misconduct of COUNTY.
- (c) "County and County's Related Parties" means COUNTY and COUNTY's elected officials, officers, volunteers, representatives, partners, designees, attorneys, employees, consultants, agents, successors and assigns, and any lender of COUNTY with an interest in the Project that is the subject of this contract.
- (d) "Contractor Activities" means any actions or omissions of CONTRACTOR or CONTRACTOR's Related Parties in the performance of this Agreement, directly or indirectly arising from CONTRACTOR's operations, as well as any breach of any representation or warranty of CONTRACTOR set forth in this Agreement.

(e) "Contractor and Contractor's Related Parties" includes CONTRACTOR and its respective officers, directors, shareholders, members, partners, agents, employees, subcontractors, consultants, licensees, invitees, guarantors or affiliates. "Affiliates" means a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CONTRACTOR, where construction or interpretation of "control" shall be governed by Rule 144 of the Securities Act of 1993. CONTRACTOR shall use best efforts, or cause such persons to use best efforts, to provide COUNTY's legal counsel all reasonably necessary information relevant to such persons, including proper and legal corporate names and relationship (or lack thereof) to CONTRACTOR's articles of incorporation, certificates of good standing, and other documentation related directly or indirectly to alleged liabilities.

D.1.2. The COUNTY will be held harmless from any federal/state disallowance resulting from payments made to the CONTRACTOR. If the CONTRACTOR has received payments, it shall be liable for any federal/state disallowance made with respect to those payments. COUNTY shall recoup from the CONTRACTOR, the amount of any disallowance in the manner authorized by applicable laws and regulations.

D.1.3. In addition, the CONTRACTOR agrees to pay to COUNTY the amount of Del Norte County's liability to the federal/state government that results from the CONTRACTOR'S failure to perform the services or comply with the conditions required by this Agreement as identified by an audit exception.

D.1.4. To the extent that a federal/state audit disallowance, with or without interest, disallows a claim or claims that has or have resulted in payment by CONTRACTOR for services performed by a third-party non-governmental entity under this Agreement, or by COUNTY where such payment has been approved by CONTRACTOR, COUNTY shall be held harmless by CONTRACTOR for one hundred percent of the amount of such final audit disallowance, along with any interest thereon.

D.1.5. Both parties to this Agreement recognize that the CONTRACTOR is liable only for its own audit exceptions that relate to services under this Agreement, and has no liability for any other entity that may enter into a similar Agreement with the COUNTY for the performance of services.

D.1.6. The provisions of this section shall survive termination of this Agreement.

D.1.7. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from indemnification liability. Indemnification shall apply to all damages or claims for damages caused by CONTRACTOR'S Activities regardless if any insurance is applicable or not.

D.2. PERSONNEL.

D.2.1. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.3. TERMINATION.

D.3.1. If in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the services performed in accordance with this agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement.

D.3.2. At any time for any reason, upon thirty days written notice to CONTRACTOR, County may terminate this Agreement and pay only for those services and material rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.3.3. CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.3.4. These terms are effective until terminated by either party. The COUNTY reserves the right, in its sole discretion, to terminate CONTRACTOR'S access to any or all of the confidential information and the related services or any portion thereof at any time, without notice.

D. 4. TIME.

D.4.1. CONTRACTOR shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. Time is of the essence for this Agreement and each covenant, term and condition herein.

D.5. CONFIDENTIAL INFORMATION.

D.5.1. In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California and or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractor's to comply with the laws of confidentiality. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the Services hereunder or termination.

Neither the CONTRACTOR or COUNTY, its officers, employees, agents, or subcontractors, shall without written authorization given by the COUNTY's CAO or unless requested by the County Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this

Agreement or relating to any project or property. Response to a subpoena or court order shall not be considered "voluntary" provided COUNTY or CONTRACTOR gives notice to the other party of such court order or subpoena.

If CONTRACTOR or its officer, employees, or subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from the party releasing such information for any damages caused by CONTRACTOR, including COUNTY's attorney's fees.

CONTRACTOR and COUNTY shall promptly notify the other party should COUNTY or CONTRACTOR, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement. CONTRACTOR and COUNTY each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. County and CONTRACTOR agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by County or CONTRACTOR. However, CONTRACTOR and COUNTY's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality. All press releases and informational material shall receive approval from COUNTY prior to being released to the media.

D.6. DUTY OF HEIGHTENED CARE.

D.6.1. All compensation payable to CONTRACTOR hereunder shall be paid by COUNTY. CONTRACTOR acknowledges and recognizes that services under this Agreement have its source from tax dollars from tax payers of the State of California and that, given this fact, a heightened duty of care exists in CONTRACTOR to ensure that CONTRACTOR scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the services pursuant to this Agreement.

D.7. FINANCIAL RECORDS AND AUDITS.

D.7.1. CONTRACTOR shall maintain at CONTRACTOR's office or other place acceptable to COUNTY full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles, reflecting its revenues and expenses of fulfilling its performance obligations.

D.8. RIGHT TO SUBSTANTIATION.

D.8.1. COUNTY reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, CONTRACTOR shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries shall be produced for COUNTY as requested.

D.9. AGREEMENT ENFORCEMENT.

D.9.1. ASSURANCE OF PERFORMANCE. COUNTY may, at its option and in addition to all other remedies it may have, demand from CONTRACTOR reasonable assurances of timely and full performance hereunder, if:

D.9.1.1. CONTRACTOR is the subject of any labor unrest specifically targeted to its performance obligations under this Agreement (including work stoppage or slowdown, sick-out, picketing or other concerted job action); or

D.9.1.2. Is unable to regularly pay its bills as they become due; or

D.9.1.3. Is the subject of a final, non-appealable civil judgment over ten thousand dollars, (\$10,000) or a criminal judgment or order entered by a federal, state, regional or local agency for violation of an environmental or tax law; or

D.9.1.4. COUNTY believes in good faith that CONTRACTOR's ability to timely and fully perform performance obligations has thereby been placed in substantial jeopardy.

D.9.2. If CONTRACTOR fails or refuses to provide such reasonable assurances within ten (10) days' notice by COUNTY such failure or refusal shall constitute a CONTRACTOR Event of Default.

D.10. EVENTS OF BREACH.

D.10.1. RIGHT TO SETOFF. COUNTY shall have the right to reduce payment to CONTRACTOR for valid setoffs. Valid setoffs shall include:

D.10.1.1. The cost to correct defective work which has not been remedied by the CONTRACTOR; or

D.10.1.2. Costs resulting from default by CONTRACTOR on any other term or condition of this Agreement; or

D.10.1.3. Employee related expenses imposed upon COUNTY as a result of CONTRACTOR's rendition of services under this Agreement.

D.10.2. CONTRACTOR'S DUTY OF NOTICE ON DEFAULT. Promptly on discovery of an Event of Default under this Agreement, CONTRACTOR shall deliver telephone notice to COUNTY (confirmed within 3 calendar days by written notice from CONTRACTOR); describing the event and all action Borrower proposes to take with respect to such event.

D.10.3. COUNTY's RIGHT TO CURE. If CONTRACTOR fails to perform any obligation contained in this Agreement, COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, reimburse COUNTY for all such expenditures, and shall pay COUNTY interest on the amount of such expenditures from the date of such expenditure until full reimbursement at 10% per annum. The performance of any act or payment by COUNTY as provided in this Agreement shall not be deemed a waiver or release of any obligation or default or the part of CONTRACTOR.

D.11. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

D.11.1. Either party fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by it.

D.11.2. Any representation or disclosure made to COUNTY by CONTRACTOR in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made or bring down thereof, whether or not any such representation or disclosure appears as part of this Agreement or CONTRACTOR knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports hereunder.

D.11.3. CONTRACTOR or COUNTY fails to pay any amount due under this Agreement.

D.11.4. Either party informs the other party of its intention not to perform or observe a term or provision of this Agreement.

D.11.5. Either party fails to provide reasonable assurances of performance.

D.11.6. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of CONTRACTOR, including without limit its vehicles and equipment, maintenance or office facilities, or any part thereof of such proportion as to impair CONTRACTOR's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and COUNTY Holidays.

D.11.7. CONTRACTOR files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to CONTRACTOR or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of CONTRACTOR for a part of CONTRACTOR's operating assets or any substantial part of CONTRACTOR's property, or shall make any general assignment for the benefit of CONTRACTOR's creditors, or shall fail generally to pay CONTRACTOR's debts as they become due.

D.11.8. Any court having jurisdiction shall enter a decree or order for relief in respect of CONTRACTOR, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or CONTRACTOR shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of CONTRACTOR or for any part of CONTRACTOR's operating equipment or assets, or order the winding up or liquidation of the affairs of CONTRACTOR;

D.11.9. CONTRACTOR fails to notify COUNTY in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating activities to be performed under this Agreement, including traffic or transportation-related citations, and OSHA

inspections.

D.11.10. Lapse of any insurance required under this Agreement.

D.11.11. If CONTRACTOR fails to satisfy conditions in accordance with this Agreement and such conditions are not waived by the COUNTY.

D.12. EXCUSE FROM PERFORMANCE.

D.12.1. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, tsunamis, other "acts of God", war, civil insurrection, riots, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by CONTRACTOR's employees or directed at CONTRACTOR is not an excuse from performance and CONTRACTOR shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide Agreement services due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of CONTRACTOR's employees while providing Agreement services to minimize any confrontation with pickets shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on CONTRACTOR's cooperation in providing services at different times.

D.12.2. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Notwithstanding, CONTRACTOR in the event of a catastrophic event shall comply with COUNTY's Emergency Preparedness Plan.

D.12.3. In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

D.12.4. The partial or complete interruption or discontinuance of CONTRACTOR's services caused by one or more of the events described in this Section and constituting an excuse from performance shall not constitute an event of Default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, the existence of an excuse from performance shall not affect COUNTY's Right to Perform Upon Default; and if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third party labor disputes where service cannot be provided for reasons described earlier in this Section, COUNTY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days notice.

D.13. REMEDIES UPON DEFAULT.

D.13.1. Upon occurrence of a CONTRACTOR Event of Default, COUNTY shall have the following rights:

D.13.1.1. COUNTY's Right to Perform Upon Default. In addition to any and all other legal or equitable remedies, in the event that CONTRACTOR, for any reason

whatsoever, fails, refuses or is unable to perform services which it is required by the Agreement to perform, at the time and in the manner provided in this Agreement, then COUNTY shall have the right, but not the obligation, to cause to be performed such services with other personnel;

D.13.1.2. Right to Terminate Upon Default. COUNTY shall have the right to terminate this Agreement without need for any hearing, suit or legal action. CONTRACTOR shall forfeit any performance bond to COUNTY as liquidated damages upon such termination;

D.13.1.3. Right to Suspend the Agreement. COUNTY shall have the right to suspend the Agreement, at the COUNTY's option, perform CONTRACTOR's obligations; and

D.13.1.4. All Other Available Remedies. COUNTY shall have the right to exercise its remedies in accordance with this Agreement and any other available remedies at law and in equity, including specific performance.

D.13.2. COUNTY's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which COUNTY may have under law or as otherwise provided in this Agreement.

D.13.3. By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by COUNTY to CONTRACTOR, the remedy of damages for a breach hereof by CONTRACTOR is inadequate and COUNTY shall be entitled to injunctive relief.

D.13.4. In the event either party is entitled to recover damages for breach of this Agreement, the damages shall bear interest at a rate equal to the statutory amount of ten percent for private parties and seven percent if against a governmental entity, commencing on the date of breach.

D.14. OWNERSHIP OF INFORMATION.

D.14.1. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the services hereunder or termination. The COUNTY agrees to hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS.

D.15.1. The COUNTY's obligation under this agreement is subject to the availability of authorized funds. The COUNTY may terminate the agreement, or any part of the agreement work, without prejudice to any right or remedy of the COUNTY, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this agreement, or any subsequent Amendment, the COUNTY may, upon written Notice to the CONTRACTOR, terminate this agreement in whole or in part.

D.15.2. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the agreement is terminated for non-appropriation, the COUNTY will be liable only for payment in accordance with the terms of this agreement for services rendered prior to the effective date of termination; and CONTRACTOR shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

D.15.3. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D.15.4. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either: Cancel this Contract or, offer a contract amendment reflecting the reduced funding.

D.16. WAIVER.

D.16.1. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.17. COMPLETENESS OF INSTRUMENT.

D.17.1. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.18. SUPERSEDES PRIOR AGREEMENTS.

D.18.1. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19. ATTORNEY'S FEES.

D.19.1. If any action at law or in equity, excepting an action for declaratory relief, is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision or this Agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by COUNTY) which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

D.20. COMPLIANCE WITH LAWS.

D.20.1. CONTRACTOR's services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the DHHS, COUNTY, State of California, and the United States government. CONTRACTOR agrees to indemnify COUNTY against any damages, expenses, or price reductions under this Agreement resulting from CONTRACTOR's or CONTRACTOR's lower-tier sub' failure to comply with the above laws and regulations.

D.21. SUCCESSORS AND ASSIGNS.

D.21.1. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. COUNTY and CONTRACTOR recognize and acknowledge that CONTRACTOR is hereunder employed in a position where CONTRACTOR will be rendering services of a special, unique, unusual and extraordinary character requiring extraordinary ingenuity and effort by CONTRACTOR. The parties hereto recognize that a substantial inducement to COUNTY for entering into this Agreement is the reputation, experience, and competence of CONTRACTOR. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the COUNTY. Any attempt to assign or delegate this Agreement without the express written consent of COUNTY shall be void and of no force or effect. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. CONTRACTOR shall provide qualifications of assignees for review by COUNTY, which will not unreasonably withhold consent. CONTRACTOR shall not subcontract any portion of the work to be performed without the prior written authorization of COUNTY. If COUNTY consents to said subcontract, CONTRACTOR shall be fully responsible to COUNTY for all acts or omissions of subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

D.22. INDEPENDENT CONTRACTOR.

D.22.1. COUNTY and CONTRACTOR are and at all times shall be and remain independent contractors as to each other, and no joint powers agency or other legal relationship which would impose vicarious liability upon one party for the act or omission of the other shall be created or implied hereby or herefrom. CONTRACTOR acknowledges that CONTRACTOR's employees shall not be covered under the COUNTY's employee benefit plan. At all times during the term of this Agreement, CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance, and any other costs and expenses in connection with performance of services under this Agreement. Neither party has or shall have the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. COUNTY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which

CONTRACTOR accomplishes services rendered pursuant to this Agreement.

D.23. MODIFICATION.

D.23.1. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24. COUNTERPARTS.

D.24.1. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.25. OTHER DOCUMENTS.

D.25.1. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.26. PARTIAL INVALIDITY.

D.26.1. If any term, covenant, condition, or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

D.27. JURISDICTION.

D.27.1. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the COUNTY of Del Norte or the U.S. District Court, California Northern District, and CONTRACTOR hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

D.28. TIME IS OF THE ESSENCE.

D.28.1. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29. AUTHORITY.

D.29.1. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any stated and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is

obligated, which such breach would have a material effect hereon.

D.30. CONFLICT OF INTEREST.

D.30.1. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

D.31. ADVICE OF COUNSEL.

D.31.1. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

D.32. INDEPENDENT REVIEW.

D.32.1. Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

D.33. POSSESSORY INTEREST.

D.33.1. A taxable possessory interest, as those words are used in the California Revenue and Taxation Code section 107, may be created by this Agreement; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.34. TAXES.

D.34.1. The CONTRACTOR shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties, and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.35. NON-DISCRIMINATION.

D.35.1. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and

Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

D.36.1. In addition to application of the non-discrimination provision of this Agreement above, CONTRACTOR agrees to also comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

D.37.1. CONTRACTOR warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

D.38. CAPTIONS.

D.38.1. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.39. DEFINITIONS.

D.39.1. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.39.1.1. NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms, or associations, wherever the context so requires.

D.39.1.2. MANDATORY AND PERMISSIVE. "Shall", "will", and "agrees" are mandatory. "May" is permissive.

D.40. NOTICES.

D.40.1. Any notice required to be given under this Agreement may be given by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed communicated as of three days from mailing or the day that personal

service was effectuated. Mailed notices shall be addressed as set forth below, but each party may change [his or her or its] address by written notice in accordance with this paragraph.

D.40.1.1. If to "COUNTY":

Heather Snow, Director
Del Norte County Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

With a copy to:

County of Del Norte
Office of County Counsel
981 H Street, Suite 220
Crescent City, CA 95531

D.40.1.2. If to "CONTRACTOR":

Jeff Payne, Executive Director
Willow Glen Care Center
1547 Plumas Ct.
Yuba City, CA 95991

D. 41. LICENSES, PERMITS, LAWS.

D.41.1. CONTRACTOR represents and warrants to COUNTY that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to perform under this agreement. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding Operative Provision No. 14. CONTRACTOR shall comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

D.42. STANDARD OF PERFORMANCE.

D.42.1. CONTRACTOR warrants that CONTRACTOR, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like circumstances. County has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter this Agreement. It is understood that acceptance of CONTRACTOR'S work by COUNTY shall not operate as a waiver or release. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

D.43. ENTIRE AGREEMENT.

D.43.1. This Agreement, together with its specific references and attachments, is the complete statement of the subject between the parties and takes the place of all prior discussions,

negotiations, whether oral or written. This Agreement shall not be modified except in writing, signed by both parties. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.44. FEDERAL HEALTH CARE PROGRAM EXCLUSION

D.44.1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid or the State Children's Insurance Program, except for emergency services.

D.44.2. CONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part.

D.44.3. CONTRACTOR shall screen all staff employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined hereunder. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List", and the United States, Health and Human Services, Office of Inspector General "List of Excluded Individuals/Entities" or any other list pursuant to 42 C.F.R. 438.214(d). CONTRACTOR shall screen prospective staff prior to hire or engagement.

D.44.4. CONTRACTOR and staff shall be required to disclose to COUNTY immediately any debarment, exclusion or other event that makes CONTRACTOR or any staff person an Ineligible or Excluded person. If the CONTRACTOR becomes aware that a staff member has become an Ineligible or Excluded person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, business or health care operations related to this Agreement.

D.44.5. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all loss or damage COUNTY may suffer arising from any Federal exclusion of CONTRACTOR or its staff members from such participation in a Federally funded health care program.

D.44.6. Failure by CONTRACTOR to meet the requirements of this Section, D.44, shall constitute a material breach of Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

D.45. ENVIRONMENTALLY PREFERRED PRODUCTS POLICY

D.45.1. It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

D.46. OTHER INSURANCE PROVISIONS

D.46.1. If a treating provider is not an employee of CONTRACTOR, or otherwise not included as an additional insured under CONTRACTOR'S Medical Malpractice insurance policy, the treating

provider must maintain a policy of Medical Malpractice insurance with limits equal to or greater than those required in this Agreement. Upon termination of this Agreement, CONTRACTOR and any treating providers shall maintain a Medical Malpractice policy which shall insure against claims made relating to services performed during the term of the Agreement.

D.46.2. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

D.46.3. Claims-made policies must be declared to and approved by COUNTY'S Risk Management division prior to the execution of this agreement.

D.46.4. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR.

D.46.5. For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary coverage as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

D.46.6. Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to COUNTY thirty days prior to the policy's termination date.

D.46.7. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

D.46.8. CONTRACTOR shall furnish COUNTY with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D.46.9. Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII, unless otherwise declared to and accepted by COUNTY.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL HEALTH BRANCH

Provider Satisfaction Survey

EXHIBIT A

The Department of Health and Human Services, Behavioral Health Branch is gathering data relevant to Medi-Cal standards. This is not a quiz and there are no “right” or “wrong” answers. Respond to the questions based on your experiences. This survey is to be completed by direct service delivery staff only. **Your name is not required.**

After completing the survey, please place it in the return envelope and drop it in the mail or return it to the receptionist. If you have specific questions you may call the Quality Improvement Analyst at 707-464-7224. Thank you for taking the time to complete this survey. Your timely and thoughtful responses are appreciated.

1. During the problem resolution process, a consumer can appoint others to act on his/her behalf.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
2. In my opinion, I have received adequate training on confidentiality.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
3. I believe that I have adequate information about community resources.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
4. I have received adequate training on how to administer the tools for outcome measurements (Performance Outcome Quality Improvement)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
5. I have received adequate training on how to use the information gained from the outcome measurements.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
6. I have received adequate training on how to use language interpreter services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
7. I receive updates on policy and procedure information.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
8. I know my agency's process for assuring access for clients to crisis services when urgent situations occur.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
9. My agency encourages clients to have a say in the initial selection of their treatment staff.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
10. My agency has a process for obtaining physical health care for our clients.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
11. I believe that I have sufficient skills and training to do the tasks required for my job.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
12. I have been adequately trained on the medical necessity criteria for our clients.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
13. I have a good understanding of how the authorization process works.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
14. If I have a client with a hearing or visual impairment, I am aware of our policies on how to review the agency information with them.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
15. I know how to successfully obtain an authorization for services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
16. Our agency has a process for adapting our physical facilities to be comfortable and inviting to culturally diverse clients.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
17. Our agency has processes to provide services to the specific cultural needs of each individual served.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
18. Our agency has processes to provide services to individuals with specific linguistic needs such as sign language or large print information.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
19. Our agency has a process for referring individuals to culturally appropriate services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
20. I believe the Provider Problem and Grievance Process is available and easy to use.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
21. Our agency has adequate processes for exchanging information with primary care physicians.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
22. I have received training on how to admit an individual into Inpatient Services, when needed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Usually	<input type="checkbox"/> Not Sure
County of Del Norte Department of Health and Human Services, Behavioral Health Branch Provider Survey	Date:			



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: December 3, 2021

AGENDA DATE: December 14, 2021

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Telepsychiatry Services

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign the Agreement with Kings View Corporation to provide telepsychiatry services to Department of Health and Human Services, Behavioral Health Branch, for the period of July 1, 2021 to June 30, 2022 not to exceed \$625,400, as requested by the Director of Health and Human Services.

DISCUSSION/SUMMARY:

The Department of Health and Human Services (DHHS), Behavioral Health Branch (BHB) seeks your Board's approval to renew the agreement with Kings View Corporation for telepsychiatry services. Kings View will provide telepsychiatry services, which include initial evaluations, ongoing psychiatric counseling, monitoring of patient medications, and the Anasazi Doctor's Home Page, which enables electronic prescriptions to be sent to pharmacies and track individual's medications.

Telepsychiatry enables qualified mental health providers to remotely provide services to individuals living in underserved areas or to individuals with limited access to services due to mobility, poverty, or incarceration. Telepsychiatry uses video conferencing equipment to conduct real-time mental health consultation between a clinician and patient. Several communities throughout California, as well as nationally, use telepsychiatry for the provision of high quality psychiatric services in rural areas requiring regular and ongoing services. DHHS BHB has utilized Kings View to provide citizens in Del Norte County behavioral health evaluations, medication monitoring, and ongoing counseling services since 2009.

ALTERNATIVES:

Do not approve and immediately search for other providers of tele-psychiatry.

FINANCING:

State and federal funds. No County General Funds are required.

CHILDREN'S IMPACT STATEMENT:

This action meets all five of the outcome measures for children in Del Norte County: 1) Children ready for and succeeding in school; 2) Children and youth are healthy and preparing for adulthood; 3) Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

Information Technology Department

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez, YES

COUNTY COUNSEL: Joel Campbell-Blair, YES

PERSONNEL:

OTHER DEPARTMENT:

**KINGS VIEW CORPORATION AND
DEL NORTE COUNTY AGREEMENT FOR
TELEPSYCHIATRY SERVICES FOR DEPARTMENT OF HEALTH AND HUMAN
SERVICES BEHAVIORAL HEALTH CLINIC**

This Telepsychiatry Services Agreement (the "Agreement") is made and entered into this 1st day of July 2021, by and between Kings View Corporation, a California not-for-profit corporation ("Kings View") and Del Norte County ("County").

RECITALS:

- A. County is a political subdivision of the State of California and, as such, desires to increase access to behavioral health services for at risk populations within County via a teleconferencing modality.
- B. County recognizes that the provision of behavioral health services via a teleconferencing modality will allow County staff to address cultural, socioeconomic, and geographic barriers to behavioral health services and information in underserved areas of County and will further allow County to expand the range of resources and services available within County.
- C. County recognizes its responsibility under the Bronzan-McCorquodale Act to report data related to client outcomes and cost effectiveness of its mental health programs to the Director of Mental Health for the California Department of Health Care Services.
- D. Kings View is a California not-for-profit corporation that contracts with persons licensed, trained, and experienced in providing behavioral health services via a teleconferencing modality.
- E. County desires to increase access to behavioral health services in an efficient and cost effective manner and, therefore, desires to contract with Kings View, and Kings View desires to provide such services, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. **Purpose.** County desires to expand and improve access to behavioral health services for clients of County, as well as to address identified psychiatric needs and improve the mental health of those individuals via a teleconferencing modality.
- 2. **Telepsychiatric Services.** Pursuant to the terms of this Agreement, Kings View shall contract with, or otherwise arrange for the services of a Provider, as defined in paragraph 6 of this Agreement, to (i) deliver direct professional behavioral health services to County clients by means of video-conferencing, (ii) provide consultation or training to qualified health care professionals designated and scheduled by County, and/or (iii) conduct on-site

visits for the purpose of either delivering direct patient care services or conducting training or consultation as mutually agreed between the parties (the "Telepsychiatric Services") all of which shall be performed in accordance with the proposal of Kings View submitted to County on July 31, 2009, a copy of which is attached hereto and incorporated herein by reference as Attachment A.

a. **Professional Medical Services.** The duties of the Provider in treating clients hereunder shall specifically not be performed under the direct control of County or Kings View, but rather shall be performed by the Provider in accordance with the standards prevailing in the community. The office-based model will be utilized.

b. **Scheduling of Services.** Kings View shall arrange for a Provider to be available to provide a minimum of four (4) consecutive hours per scheduled day of Telepsychiatric Services, and a minimum total hours of One hundred and twenty (120) hours per month (the "Minimum Service Hours"), and a maximum total hours of One hundred and eighty (180) hours per month (the "Maximum Service Hours"), and to be available to render such services on a schedule to be determined by the Director in consultation with Kings View. Barring extenuating circumstance, the Telepsychiatry service available hours will be scheduled at least sixty (60) days in advance.

c. **Additional Service Hours.** The Service Hours may be increased or decreased in four (4) hour increments as determined by the Director, who shall consult with Kings View to ascertain a mutually agreeable day and time; provided, however, that in no event shall the Minimum Service Hours be fewer than twenty eight (28) hours per week. Any increase or decrease of the Service Hours shall be memorialized in writing by the Director and shall be effective no fewer than thirty (30) days from date on which the memorialization is delivered to Kings View. The Director and Kings View may agree to an earlier date by letter agreement.

d. **Current Service Level.** Kings View shall provide County with up to and not to exceed Two Thousand One Hundred Sixty (2160) hrs. per Fiscal Year of Telepsychiatry Services through the Providers with a maximum of One Hundred and Eighty (180) hours per month.

e. **On-Site Visitation.** As part of the Telepsychiatric Services, County has the option of requesting from Kings View a Provider to annually conduct one (1) on-site visit for the purpose of providing direct patient care services, and/or consulting or training qualified health care professionals, as mutually agreed upon by the parties.

f. **Billing for Telepsychiatric Services.** Kings View shall provide County with such information regarding the delivery of medical services to assist County in charging the clients professional fees, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services.

3. Medication Monitoring.

- a. Kings View shall perform various functions pertaining to medication monitoring reviews. These reviews will assist the Del Norte Behavioral Health and Recovery Services Department ("Department") as Mental Health Plan ("MHP") for

Department of Health & Human Services Del Norte County fulfills its agreement with the California Department of Health Care Services ("DHCS") in monitoring the safety and effectiveness of medication practices.

- b. Kings View shall provide County with up to and not to exceed twenty (20) hours per Fiscal Year of Medication Monitoring Services.
 - c. Consultants shall complete a retrospective review of documentation, medication services, and prescribing practices for the Department's psychiatrists and Nurse practitioners ("NPs").
 - d. The monitoring mechanism must be under the supervision of a person licensed to prescribe or dispense prescription drugs.
 - e. Focus of the reviews will be to:
 - i. Monitor the safety and effectiveness of medication practices; and
 - ii. Monitor the psychiatric provider prescribing practices for clients served by the Department, including children and youth.
 - f. Consultant shall provide written reports to the Department's Quality Improvement Division Administrator on the results of the medication monitoring, including when a quality of care concern or an outlier is identified related to psychotropic medication prescribing practice.

Written reports shall be documented on the "Quality Assurance Medication Monitoring Reviews," attached hereto as Exhibit "B," or an alternative established by the Department.
 - g. Charts for review will be forwarded to Consultant by the Department in order to ensure an adequate review of all Department physicians.
 - h. County and Consultant shall share confidential client information for each review via the Secure File Transfer Protocol (SFTP) site for file transfer and notification of completion of review. The Department shall determine the general process for file sharing, chart selection, and reporting for the medication review.
 - i. Medication reviews will occur Bi-Annually and will consist of ten percent (10%) of the open client cases for psychiatry, as randomly selected by Del Norte County Behavioral Health.
 - j. Medication reviews shall be performed at Kings View Corporate Services, 7170 N. Financial Dr. Suite 110, Fresno, CA 93720.
4. **Term.** The term of this Agreement shall commence on July 1, 2021, and continue through June 30, 2022; provided however, that this Agreement shall automatically renew for a period of one year. This Agreement may at any time be terminated pursuant to Paragraph 12.

5. **Compensation.** County agrees to provide compensation to Kings View and Kings View agrees to accept as compensation TWO HUNDRED NINETY DOLLARS AND NO CENTS (\$290.00) per hour in consideration for providing Telepsychiatric Services. For medication Monitoring Services County agrees to pay Kings View and Kings View agrees to accept as compensation, ONE HUNDRED FORTY THREE DOLLARS AND NO CENTS (\$143.00) per hour. In no event shall compensation paid to CONTRACTOR exceed SIX HUNDRED TWENTY SIX THOUSAND 400 HUNDRED DOLLARS AND NO CENTS (\$626,400) for Telepsychiatric services without an amendment to this Agreement approved by the Del Norte County Board of Supervisors. The contract will include an annual raise of 3% per annum to the hourly rate.

County guarantees payment for the Minimum Service Hours. Kings View will provide an invoice to County on a monthly basis. County shall pay invoices within thirty (30) days of receipt.

6. **Minimum Professional Qualifications of Providers.** Each and every qualified health professional contracted with, or otherwise engaged by Kings View to provide Telepsychiatric Services pursuant to this Agreement (the "Provider") shall possess the following minimum qualifications:
- a. **Licensing.** Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.
 - b. **Board Certification.** Provider shall be either certified by the American Board of Psychiatry or is eligible to be certified by the American Board of Psychiatry and will become so certified within twelve (12) months from the Effective Date.
 - c. **Federal DEA Number.** Provider shall have and maintain a valid, unrestricted Federal D.E.A. Controlled Substances Certificate.
 - d. **Professional Liability Insurance Coverage.** Provider shall maintain personal professional liability insurance of the minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, written by a carrier acceptable to County. Said policies shall name the County, its officers, officials, employees, volunteers, independent contractors and/or agents as additional named insureds.
 - e. **No Governmental Health Program Sanctions.** Each Provider shall not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to, Medicare, Medicaid, Champus, Federal Employees Health Benefits Program and similar programs.
7. **Duties of Kings View.** During the Term of this Agreement, Kings View shall have the obligation to:

- a. **Cooperate with County.** Kings View shall provide the County with the Providers of Telepsychiatric Services pursuant to this Agreement.
- b. **Insurance.** Kings View shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Kings View, its agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Workers' Compensation:** as required by the state of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iii. **Automobile Liability:** Insurance covering any auto (Code 1), or if Provider has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iv. **Medical Malpractice Insurance:** Insurance with a limit of no less than \$2,000,000 per occurrence or claim.

General Insurance Provisions are included in Attachment "D".

8. **Duties of County.** During the Term of this Agreement, County shall have the obligation to:
- a. **Cooperation with Kings View.** County shall cooperate with Kings View to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.
 - b. At its sole cost and expense, provide space and equipment for the delivery of services.
 - c. All equipment furnished by County under this Agreement shall remain the property of County and shall be used only for the purpose specified under this Agreement.
 - d. **Operational Guidelines.** County shall adhere to the Operational Guidelines, attached hereto as Exhibit "A" and incorporated herein by this reference. Kings View shall timely update and notify County of any revisions to the Operational Guidelines.
 - e. **Patient Consent.** Except in an emergency situation in which the patient is unable to give informed consent, before any Telepsychiatric Services are

provided to any patient pursuant to this Agreement, County, or a qualified individual designated by County, shall obtain the verbal and written informed consent of the patient or the patient's legal representative pursuant to section 2290.5 of the California Business & Professions Code. Such informed consent shall insure that at least all of the following information is given to the patient or the patient's legal representative verbally and in writing: (i) the patient has the option to withhold or withdraw consent at any time without affecting the patient's right to future health care or treatment, and without risking a loss or withdrawal of any program benefits to which the patient would otherwise be entitled; (ii) a description of the potential risks, consequences, and benefits of telemedicine; (iii) all existing confidentiality protections apply; and (iv) dissemination of any patient-identifiable images or information from the telemedicine interaction to researchers or others will not occur without the patient's consent.

- f. **Patient Record.** Prior to the rendering of professional services and in accordance with the Operational Guidelines, County shall provide Kings View with the patient record of any patient to receive Telepsychiatric Services under this Agreement, including, without limitation, the patient referral form, psychological assessment, progress notes, and patient plan of care.

9. **Indemnification.**

General Indemnification for County. Kings View shall hold the County, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of Kings View, its agents, officers, Providers, employees, or volunteers, during the performance of its obligations under this Agreement.

General Indemnification for Kings View. County shall hold Kings View, its agents, officers, employees, Providers and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

10. **Kings View's Representations, Warranties, and Covenants.**

- a. **Worker's Compensation.** Kings View acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code and it certifies that it will comply with such provisions before the Effective Date of this Agreement.
- b. **Nondiscriminatory Employment.** In connection with the execution of this Agreement, Kings View shall not discriminate against any employee or

applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

11. **County's Representations, Warranties, and Covenants.** County has full approval, power, and authority to enter into this Agreement. County will make all payments required by this Agreement.
12. **Termination.** Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice of its intention to terminate. If after receiving notice of termination Kings View can place the Provider assigned hereunder in another service Provider placement prior to the end of the ninety (90) day period, then upon agreement of both parties the notice of termination period may be shortened to coincide with the date of the new placement of the Provider. Kings View agrees to dutifully pursue a new placement for the Provider assigned hereunder upon receipt from County of written notice of termination. Notwithstanding the foregoing this Agreement will terminate fifteen (15) days after a party gives written notice to the other party of a material breach of this Agreement by the other party, unless the material breach is cured within such fifteen (15) day period. County may terminate this agreement immediately upon giving written notice to the other party if advised that funds are not available from external sources for this agreement or for any portion hereof, or if funds in the County's yearly proposed and final budget are not appropriated by County for this agreement or any portion thereof.
13. **Confidentiality.** Kings View shall adhere to the confidentiality of patient records as specified under section 5328 of the California Welfare and Institutions Code, the Code of Federal Regulations, Title 45, Parts 80 and 84, and Title VI of the Civil Rights Act of 1964. The California Department of Mental Health, or County, and/or their designated auditors shall have the right to inspect during normal business hours and insofar as possible with advance notice such records as will aid in evaluation of the quality, appropriateness, and timeliness of services utilizing such methodologies as are disseminated by the California Department of Mental Health and the California Department of Drug and Alcohol Programs, such as but not limited to those promulgated pursuant to sections 4051, 4052, 4070, and 5612 of the California Welfare and Institutions Code.
14. **Medical Records.**
 - a. **Ownership and Access.** All records contained in the patient files maintained by County shall be the property of County, and Kings View shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient or clients treated by a Provider during the Term, unless otherwise agreed to by County. Any working copies of client records generated by Kings View will be maintained by Kings View throughout the term of the Agreement. Should the Agreement be terminated, all working copies of client records will be securely shipped back to the County at their expense. In the event of a claim or challenge by a patient or any regulatory authority, County shall cooperate with Kings View

by making the patient files in County's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). Kings View shall similarly cooperate with County and make available working copies of client records in the event of such a claim or challenge.

- b. **Maintenance of Medical Records.** County shall maintain with respect to each patient, a single standard medical record in such form, containing such information, and preserved for such time periods as are required by state and federal law.
- c. **Compliance with Medicare Rules.** To the extent required by law or regulation, County shall make available, upon written request from Kings View, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and County's books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by the Kings View. County shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the Term. If County is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, County shall notify Kings View of the nature and scope of such request, and County shall make available, upon written request of Kings View, all such books, documents or records. County shall defend, indemnify and hold free and harmless Kings View if any amount of reimbursement is denied or disallowed because of County's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and reasonable legal fees and costs.

15. **Compliance.**

- a. **Anti-Referral Laws.** In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their profession, each acknowledges that they are subject to certain federal and state laws governing the referral of clients which are in effect or will become effective during the term of this Agreement. These laws include prohibitions on:
 - i. Payments for referral or to induce the referral of clients (Cal. Business and Professions Code § 650; Cal. Labor Code § 3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act); and
 - ii. The referral of clients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Labor Code §§139.3 and 139.31, applicable to referrals for workers' compensation services;

Cal. Business and Professions Code § § 650.01 and 650.02, applicable to all other patient referrals within the State; and § 1877 of the Social Security Act, applicable to referrals of Medicare and Medi-Cal clients).

- b. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, County has operated in compliance with all federal, state, County and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 U.S.C. Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payor.
- c. **Confidentiality of Identifiable Patient Information.** County and Kings View acknowledge that, in the course of this Agreement, each shall become familiar with identifiable patient information, meaning any information relating to the healthcare of an individual who is or has been a patient or client of County that contains information that identifies, or can reasonably be linked to the identity of, such individual, and each shall comply with all applicable federal, state, and local laws, rules and regulations, including without limitation the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California laws regarding patient confidential information. Kings View agrees to abide by the Del Norte County Business Associate Agreement concerning HIPAA, which is attached hereto as Attachment B and hereby incorporated by reference.
- d. **Health Care Compliance.** County is presently participating in or otherwise authorized to receive reimbursement from Medicare, Medicaid, and other third-party payor programs, and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payor program.
- e. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payor program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (c) failing to disclose knowledge by a claimant of the occurrence of

any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (i) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (ii) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that the each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

f. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any Federal or State law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

g. **Force Majeure.** If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or similar acts, such party shall not be held liable for such failure to comply

16. **Books and Records.** For the purpose of Section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, County agrees to comply with the following statutory requirements:

a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, County shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Controller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Physician that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. If Kings View carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month

period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Controller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

- c. If County is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, the Physician shall notify the Corporation of the nature and scope of such request and the Physician shall make available, upon written request of Corporation, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

- 17. **Independent Contractor.** Kings View and its officers and employees, in the performance of this Agreement, are independent contractors in relation to County and not officers or employees of County. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of County. Kings View shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this Agreement. Kings View further represents to County that Kings View has no expectation of receiving any benefits incidental to employment.
- 18. **Interest of Public Officials.** No officer, agent, or employee of County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 19. **Waiver.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Kings View or County.
- 20. **Entire Agreement.** This Agreement and its schedules and exhibits (which are expressly incorporated herein by this reference) constitute the complete understanding of the parties and supersede any and all other agreements, either oral or written, between the parties with respect to its subject matter, and no agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.
- 21. **Attorneys' Fees.** If County or Kings View brings any legal action or seeks arbitration regarding any provision of this Agreement or arising directly or indirectly from this Agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

22. **Partial Invalidity.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
23. **Gender.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.
24. **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Del Norte unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.
25. **Assignment.** This Agreement shall be binding upon County and its successors and assigns and upon the heirs, representatives, executors, and administrators of the Physician; provided, however, that, except to the extent that this Agreement authorizes Kings View to contract with, or otherwise arrange for the provision of the Telepsychiatric Services by a Provider, Kings View shall not assign this Agreement nor any of Kings View's rights, duties, or obligations hereunder without the prior written consent of County.
26. **Notices.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.
- If to County: Heather Snow, Director
 Department of Health and Human Services
 880 Northcrest Drive
 Crescent City, CA 95531
- If to Kings View: Amanda Nugent Divine, CEO
 Kings View Corporation
 7170 N. Financial Dr. Suite 110
 Fresno, CA 93720
27. **Discrimination.** County and Kings View agree not to differentiate or discriminate in the provision of medical Services to clients due to race, color, national origin, ancestry, sex, marital status, disability, sexual orientation, age or due to a patient's status as a member of any other legally protected class.

28. **Interpretation.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party or any ambiguities shall not be strictly construed for or against either party.
29. **Conflicts.** To the extent there is a conflict between the terms in Attachment A and the terms in Paragraphs 1 through 28 of this Agreement, the terms of Paragraphs 1 through 28 shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2021.


"COUNTY"

COUNTY OF DEL NORTE

By: _____
Chris Howard, Chair
Del Norte Board of Supervisors

"CONTRACTOR"

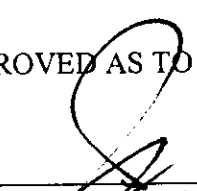
KINGS VIEW CORPORATION

By:  _____, PhD
Amanda Nugent Divine, PhD
Chief Executive Officer

ATTEST:

By: _____
Kylie Goughnour
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By:  _____
Joel Campbell-Blair
County Counsel

Attachment A

Kings View Corporation

OPERATIONAL GUIDELINES FOR TELEPSYCHIATRY



Services will be provided at the following location:

Kings View Corporation
575 E. Locust Ave. Suite 311
Fresno, CA 93720
(559) 256-0100 Ext. 3000
telepsychhelp@kingsview.org

Hours of service will be as follows:

Monday – Friday
8:00-5:00

DEFINITIONS

Remote Site Coordinator (RSC) - The person in the originating county (AKA: Network Subscriber) who will coordinate all Telepsychiatry appointments and clinical issues.

Hub Site Coordinator (HSC) - Kings View's site coordinator who will coordinate all Telepsychiatry appointments with the Network Subscribers and clinical issues.

Network Subscriber - The agency, entity, and/or county that has contracted with Kings View to receive Telepsychiatry Services at one or more sites local to the subscriber.

Consumers - Those participants/patients that meet target population requirements identified by the Network subscriber and have agreed to be treated using the teleconferencing modality.

PROCEDURE

A. Initial request for services: Typical flow of consumer care shall proceed as follows:

1. A consumer/guardian requests services at the agency ("remote site").
2. Agency provides a full intake assessment (psychosocial), as defined in the CCR and other applicable laws.
3. If it is determined that a psychiatric assessment is necessary and the consumer meets target population for this program, consumer is referred (with all the relevant information) to the Remote Site Coordinator (RSC) at the agency.
4. The RSC sends the referral packet to the HUB Site Coordinator (see section "E") one week prior to initial appointment, if possible.
5. Remote Site Coordinator will schedule tentative appointment for the client; the finalized schedule will need to be completed 2 days prior to session and faxed to HUB Site.
6. The HUB Site Coordinator will then:

- a. Review submitted information.
 - b. Create Kings View chart.
 - d. Confirm appointment with RSC.
 - e. Approve the scheduling of appointments by RS.
7. The RS calls the HS via the teleconferencing equipment and the appointment begins. RS has a case manager (or other qualified staff person) present during the appointment.
8. At the end of the appointment, Psychiatrist will indicate to Remote Site case manager and consumer when to return for a follow up appointment.
9. RSC will schedule the return appointment with the consumer.
10. The physician's progress note is entered into Anasazi system by the end of the business day. A progressive physicians order along with copies of any prescriptions or lab orders will be faxed to the agency within 24 hours.
11. Medications are ordered in the following manner:
 - a. Prescriptions will be phoned or preferably faxed by the Hub Site to the pharmacy of the consumer's choice.
 - b. Security prescriptions are sent via courier (i.e., UPS) to the pharmacy of the consumer's choice, after a copy is faxed to pharmacy.
 - c. When medication refills are needed, the consumer should contact their pharmacy they will then fax the doctor a written request for refill authorization. Please note: there is a 24-48 hour turn around time for refill authorizations.
12. Labs are ordered in the following manner:
 - a. HSC will fax requests directly to the designated laboratory.
13. For ongoing consumers, unscheduled interventions may be handled over the phone, email, through teleconferencing, etc. during normal business hours, by coordinating with the Hub Site Coordinator.

B. Ongoing requests for services:

1. Consumers will receive ongoing services from the same psychiatrist whenever possible. Scheduling will be done with the consumer and the site coordinators.
2. Treatment team members can participate in meetings regarding consumers, using the teleconferencing modality or by telephone. Consultation is welcomed and will follow the needs of the consumer.
3. Participation of entire families is considered a component of all treatment whenever possible. Permission of the consumer must be obtained.

C. Financial Responsibilities

The Network Subscriber in accordance with Medi-Cal guidelines will obtain financial eligibility, share of cost, and liability.

D. Crisis Intervention

In the event of an emergency or life-threatening situation, the remote site's standard crisis intervention plan should be initiated, up to and including dialing 911 if necessary.

E. Referral Packets

1. Referral Packets will be completed for each new consumer, and will include the following documents, except in those situations where the psychiatrist has access to the electronic record. In the situation where psychiatrist has access to the electronic medical record, the referral packet will only need to include those items not available through electronic medical record:
 - a. Application for Service
 - b. Consent for Treatment using Teleconferencing Equipment
 - c. Authorization for Release of Information
(to and from Kings View)
 - d. Client's face sheet
 - e. Receipt of Notice of Privacy Practices
 - f. Financial Information Form
 - g. Intake Assessment (Psychosocial)
 - h. Individualized Service Plan
 - i. Treatment summary from clinician
 - j. Progress Note (most recent to supplement the clinical summary)
 - k. Psychiatric Medications Treatment Plan
 - l. Physicians Orders (most recent)
 - m. History or other applicable information (summarized reports are preferred)

F. Referral for Medication

Many consumers with severe mental disorders will benefit from medication treatment and should be referred for medication evaluation, unless the consumer is unwilling or the mental disorder is mild. The psychiatrist may request some brief clinical information to be used to prioritize appointments when a shortage of psychiatric resources develops. Assessment paperwork must be completed before the consumer is seen. This will facilitate the psychiatric evaluation and eliminate duplication of clinical interview questions.

G. Release of Information

A release of information will be needed to transfer documents from Network Subscriber to Kings View. An additional release will be needed that allows Kings View to release information to the Network Subscriber. For documents that are considered "third party" documents, a summary of relevant information from the referring staff will be helpful.

H. Medical Records

- a. The RS and HS will maintain a FAX machine for transmitting PHI for use in Telepsychiatry that is in a secure, protected area.
- b. All Telemedicine information transmitted during the visit must become part of the consumer's medical records.
- c. The RS and HS are responsible for maintaining the electronic medical record of the client that documents their billable contacts and services

provided and ensure the confidential information.

RESPONSIBILITIES

Psychiatrists: Review and confirm information on Medical History Questionnaire; review assessment information and diagnosis; make note of all diagnostic changes in progress notes. Advise consumer of medication side effects and contraindications. Consult with Remote site staff and HUB site staff in order to provide continuity of care and professionalism. Provide prescriptions for psychotropic medications as needed. Provide psychiatric services via teleconferencing modality. Follow Medication Monitoring Plan per Kings View policy.

Site Coordinators: Organize consumers' charts, appointments, and evaluations. Assist doctors with needs. Fax and post records and organize all statistical data. Facilitate all critical care issues with consumers, doctors and remote site providers.

Executive Director for Telepsychiatry: Assist with problem solving, consumer care, agreement questions (i.e., contract terms), compliance issues and facilitation of ongoing service provision and new subscribers. Supervise or facilitate all training at new sites, site visits and evaluation reviews. Submit all monthly statistical data to Executive Director for County.

Management of Information Systems (MIS) Coordinator: Assist with all trouble shooting issues and technology problems. Assist with installation of equipment and training of remote site staff on technology. Available during all normal business hours Monday - Friday 8:00 a.m. to 5:00 p.m.

ATTACHMENT B
COUNTY OF DEL NORTE BUSINESS ASSOCIATE AGREEMENT

This Addendum applies to services involving access to Protected Health Information on behalf of the County of Del Norte. Such access may include the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which a client's health information could at some point be used or disclosed to the contractor. For the purposes of this Addendum, the contractor is deemed a "business associate" of the County. This Addendum complies with federal privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

1. Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 45 Code of Federal Regulations (CFR) parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule".
2. Contractor may use or further disclose any Protected Health Information, provided by or obtained on behalf of the County, to perform functions, activities or services as specified in this Addendum, provided that such use or disclosure does not violate the Privacy Rule as it applies to the County.
3. Contractor shall not use or disclose Protected Health Information other than as permitted or required by this Addendum or as required by State or Federal Regulations.
4. Contractor shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for in this Addendum.
5. Contractor shall report to the County any use or disclosure of Protected Health Information not provided for in this Addendum of which it becomes aware.
6. Contractor shall ensure that any agent, including subcontractors, with whom it shares (creates, receives, provides) Protected Health Information on behalf of the County, agrees to applicable restrictions and conditions with respect to such information.
7. Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements of 45CFR 164.524.
8. Contractor shall make any amendment(s) to Protected Health Information, pursuant to 45 CFR 164.526, at the request of the County or an Individual, and in the time and manner designated by county policies and procedures in compliance with the Privacy rule.
9. Contractor shall document and make available such disclosures of Protected Health Information required to provide an accounting of disclosures, at the request of an Individual, in accordance with 45 CFR 164.528.

10. Contractor shall make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for the purposes of determining compliance with the Privacy Rule.

11. A breach by Contractor of any provision of this Addendum, as determined by the County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the contract by the County.

A. Except as provided in subparagraph B of this section, upon termination of this Addendum for any reason, Contractor, including agents and subcontractors, shall return or destroy all Protected Health Information received from the County, or created and received by Contractor on behalf of the County. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

B. If return and destruction is not feasible, Contractor shall provide the County notification of the conditions that make return or destruction unfeasible. Upon mutual agreement between Contractor and the County, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures to those purposes that make return or destruction infeasible, for so long as Contractor, or any agents or subcontractors, maintains Protected Health Information.

12. The Parties agree to amend this Addendum from time to time as necessary for the County to comply with the requirements of the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

**ATTACHMENT D
GENERAL PROVISIONS**

D.1. INDEMNITY.

D.1.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole cost and expense and with legal counsel approved by COUNTY, which approval shall not be unreasonably withheld), protect and hold harmless COUNTY and COUNTY's Related Parties (collectively, the "Indemnified Parties"), from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate to (directly or indirectly), arise out of this agreement or as the result of any cause whatsoever regardless of any passive negligence or strict liability of an Indemnified Party. CONTRACTOR understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties.

Without limiting CONTRACTOR's obligation to indemnify COUNTY upon COUNTY's request, CONTRACTOR shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the COUNTY at CONTRACTOR's sole cost, COUNTY from and against all Liabilities, paid, incurred or suffered by, or asserted against COUNTY in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the CONTRACTOR or CONTRACTOR's Related Parties, any of CONTRACTOR's Activities.

For purposes of defense and indemnification relating to this Agreement:

- (a) "Liabilities" means liabilities, lawsuits, claims, judgments, demands, clean-up orders, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, expenses, loss, penalties and other detriments of every nature and description whatsoever, including all costs and expenses of litigation or arbitration, attorneys' fees (whether COUNTY's or CONTRACTOR's staff attorneys or outside attorneys) and court costs, whether under state or federal law except for liabilities caused by the sole negligence or willful misconduct of the indemnified party.
- (b) "County's Activities" means actions that are the sole negligence of COUNTY or the willful misconduct of COUNTY.
- (c) "County and County's Related Parties" means COUNTY and COUNTY's elected officials, officers, volunteers, representatives, partners, designees, attorneys, employees, consultants, agents, successors and assigns, and any lender of COUNTY with an interest in the Project that is the subject of this contract.

(d) "Contractor Activities" means any actions or omissions of CONTRACTOR or CONTRACTOR's Related Parties in the performance of this Agreement, directly or indirectly arising from CONTRACTOR's operations, as well as any breach of any representation or warranty of CONTRACTOR set forth in this Agreement.

(e) "Contractor and Contractor's Related Parties" includes CONTRACTOR and its respective officers, directors, shareholders, members, partners, agents, employees, subcontractors, consultants, licensees, invitees, guarantors or affiliates. "Affiliates" means a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CONTRACTOR, where construction or interpretation of "control" shall be governed by Rule 144 of the Securities Act of 1993. CONTRACTOR shall use best efforts, or cause such persons to use best efforts, to provide COUNTY's legal counsel all reasonably necessary information relevant to such persons, including proper and legal corporate names and relationship (or lack thereof) to CONTRACTOR's articles of incorporation, certificates of good standing, and other documentation related directly or indirectly to alleged liabilities.

D.1.2. The COUNTY will be held harmless from any federal/state disallowance resulting from payments made to the CONTRACTOR. If the CONTRACTOR has received payments, it shall be liable for any federal/state disallowance made with respect to those payments. COUNTY shall recoup from the CONTRACTOR, the amount of any disallowance in the manner authorized by applicable laws and regulations.

D.1.3. In addition, the CONTRACTOR agrees to pay to COUNTY the amount of Del Norte County's liability to the federal/state government that results from the CONTRACTOR'S failure to perform the services or comply with the conditions required by this Agreement as identified by an audit exception.

D.1.4. To the extent that a federal/state audit disallowance, with or without interest, disallows a claim or claims that has or have resulted in payment by CONTRACTOR for services performed by a third-party non-governmental entity under this Agreement, or by COUNTY where such payment has been approved by CONTRACTOR, COUNTY shall be held harmless by CONTRACTOR for one hundred percent of the amount of such final audit disallowance, along with any interest thereon.

D.1.5. Both parties to this Agreement recognize that the CONTRACTOR is liable only for its own audit exceptions that relate to services under this Agreement, and has no liability for any other entity that may enter into a similar Agreement with the COUNTY for the performance of services.

D.1.6. The provisions of this section shall survive termination of this Agreement.

D.1.7. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from indemnification liability. Indemnification shall apply to all damages or claims for damages caused by CONTRACTOR'S Activities regardless if any insurance is applicable or not.

D.2. PERSONNEL.

D.2.1. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.3. TERMINATION.

D.3.1. If in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the services performed in accordance with this agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement.

D.3.2. At any time for any reason, upon thirty days written notice to CONTRACTOR, County may terminate this Agreement and pay only for those services and material rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.3.3. CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.3.4. These terms are effective until terminated by either party. The COUNTY reserves the right, in its sole discretion, to terminate CONTRACTOR'S access to any or all of the confidential information and the related services or any portion thereof at any time, without notice.

D. 4. TIME.

D.4.1. CONTRACTOR shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. Time is of the essence for this Agreement and each covenant, term and condition herein.

D.5. CONFIDENTIAL INFORMATION.

D.5.1. In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California and or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractor's to comply with the laws of confidentiality. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the Services hereunder or termination.

Neither the CONTRACTOR or COUNTY, its officers, employees, agents, or subcontractors, shall without written authorization given by the COUNTY's CAO or unless requested by the County Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property. Response to a subpoena or court order shall not be considered "voluntary" provided COUNTY or CONTRACTOR gives notice to the other party of such court order or subpoena.

If CONTRACTOR or its officer, employees, or subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from the party releasing such information for any damages caused by CONTRACTOR, including COUNTY's attorney's fees.

CONTRACTOR and COUNTY shall promptly notify the other party should COUNTY or CONTRACTOR, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement. CONTRACTOR and COUNTY each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. County and CONTRACTOR agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by County or CONTRACTOR. However, CONTRACTOR and COUNTY's right to review any such response does not

imply or mean the right by the other party to control, direct, or rewrite said response.

CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality. All press releases and informational material shall receive approval from COUNTY prior to being released to the media.

D.6. DUTY OF HEIGHTENED CARE.

D.6.1. All compensation payable to CONTRACTOR hereunder shall be paid by COUNTY. CONTRACTOR acknowledges and recognizes that services under this Agreement have its source from tax dollars from tax payers of the State of California and that, given this fact, a heightened duty of care exists in CONTRACTOR to ensure that CONTRACTOR scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the services pursuant to this Agreement.

D.7. FINANCIAL RECORDS AND AUDITS.

D.7.1. CONTRACTOR shall maintain at CONTRACTOR's office or other place acceptable to COUNTY full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles, reflecting its revenues and expenses of fulfilling its performance obligations.

D.8. RIGHT TO SUBSTANTIATION.

D.8.1. COUNTY reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, CONTRACTOR shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries shall be produced for COUNTY as requested.

D.9. AGREEMENT ENFORCEMENT.

D.9.1. ASSURANCE OF PERFORMANCE. COUNTY may, at its option and in addition to all other remedies it may have, demand from CONTRACTOR reasonable assurances of timely and full performance hereunder, if:

D.9.1.1. CONTRACTOR is the subject of any labor unrest specifically targeted to its performance obligations under this Agreement (including work stoppage or slowdown, sick-out, picketing or other concerted job action); or

D.9.1.2. Is unable to regularly pay its bills as they become due; or

D.9.1.3. Is the subject of a final, non-appealable civil judgment over ten thousand dollars, (\$10,000) or a criminal judgment or order entered by a federal, state, regional or local agency for violation of an environmental or tax law; or

D.9.1.4. COUNTY believes in good faith that CONTRACTOR's ability to timely and fully perform performance obligations has thereby been placed in substantial jeopardy.

D.9.2. If CONTRACTOR fails or refuses to provide such reasonable assurances within ten (10) days' notice by COUNTY such failure or refusal shall constitute a CONTRACTOR Event of Default.

D.10. EVENTS OF BREACH.

D.10.1. RIGHT TO SETOFF. COUNTY shall have the right to reduce payment to CONTRACTOR for valid setoffs. Valid setoffs shall include:

D.10.1.1. The cost to correct defective work which has not been remedied by the CONTRACTOR; or

D.10.1.2. Costs resulting from default by CONTRACTOR on any other term or condition of this Agreement; or

D.10.1.3. Employee related expenses imposed upon COUNTY as a result of CONTRACTOR's rendition of services under this Agreement.

D.10.2. CONTRACTOR'S DUTY OF NOTICE ON DEFAULT. Promptly on discovery of an Event of Default under this Agreement, CONTRACTOR shall deliver telephone notice to COUNTY (confirmed within 3 calendar days by written notice from CONTRACTOR); describing the event and all action Borrower proposes to take with respect to such event.

D.10.3. COUNTY's RIGHT TO CURE. If CONTRACTOR fails to perform any obligation contained in this Agreement, COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, reimburse COUNTY for all such expenditures, and shall pay COUNTY interest on the amount of such expenditures from the date of such expenditure until full reimbursement at 10% per annum. The performance of any act or payment by COUNTY as provided in this Agreement shall not be deemed a waiver or release of any obligation or default or the part of CONTRACTOR.

D.11. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

D.11.1. Either party fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by it.

D.11.2. Any representation or disclosure made to COUNTY by CONTRACTOR in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made or bring down thereof, whether or not any such representation or disclosure appears as part of this Agreement or CONTRACTOR knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports hereunder.

D.11.3. CONTRACTOR or COUNTY fails to pay any amount due under this Agreement.

D.11.4. Either party informs the other party of its intention not to perform or observe a term or provision of this Agreement.

D.11.5. Either party fails to provide reasonable assurances of performance.

D.11.6. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of CONTRACTOR, including without limit its vehicles and equipment, maintenance or office facilities, or any part thereof of such proportion as to impair CONTRACTOR's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and COUNTY Holidays.

D.11.7. CONTRACTOR files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to CONTRACTOR or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of CONTRACTOR for a part of CONTRACTOR's operating assets or any substantial part of CONTRACTOR's property, or shall make any general assignment for the benefit of CONTRACTOR's creditors, or shall fail generally to pay CONTRACTOR's debts as they become due.

D.11.8. Any court having jurisdiction shall enter a decree or order for relief in respect of CONTRACTOR, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or CONTRACTOR shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of CONTRACTOR or for any part of CONTRACTOR's operating equipment or assets, or order the winding up or liquidation of the affairs of CONTRACTOR;

D.11.9. CONTRACTOR fails to notify COUNTY in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating activities to be performed under this Agreement, including traffic or transportation-related citations, and OSHA inspections.

D.11.10. Lapse of any insurance required under this Agreement.

D.11.11. If CONTRACTOR fails to satisfy conditions in accordance with this Agreement and such conditions are not waived by the COUNTY.

D.12. EXCUSE FROM PERFORMANCE.

D.12.1. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, tsunamis, other "acts of God", war, civil insurrection, riots, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by CONTRACTOR's employees or directed at CONTRACTOR is not an excuse from performance and CONTRACTOR shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide Agreement services due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of CONTRACTOR's employees while providing Agreement services to minimize any confrontation with pickets shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on CONTRACTOR's cooperation in providing services at different times.

D.12.2. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Notwithstanding, CONTRACTOR in the event of a catastrophic event shall comply with COUNTY's Emergency Preparedness Plan.

D.12.3. In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

D.12.4. The partial or complete interruption or discontinuance of CONTRACTOR's services caused by one or more of the events described in this Section and constituting an excuse from performance shall not constitute an event of Default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, the existence of an excuse from performance shall not affect COUNTY's Right to Perform Upon Default; and if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third

party labor disputes where service cannot be provided for reasons described earlier in this Section, COUNTY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days notice.

D.13. REMEDIES UPON DEFAULT.

D.13.1. Upon occurrence of a CONTRACTOR Event of Default, COUNTY shall have the following rights:

D.13.1.1. COUNTY's Right to Perform Upon Default. In addition to any and all other legal or equitable remedies, in the event that CONTRACTOR, for any reason whatsoever, fails, refuses or is unable to perform services which it is required by the Agreement to perform, at the time and in the manner provided in this Agreement, then COUNTY shall have the right, but not the obligation, to cause to be performed such services with other personnel;

D.13.1.2. Right to Terminate Upon Default. COUNTY shall have the right to terminate this Agreement without need for any hearing, suit or legal action. CONTRACTOR shall forfeit any performance bond to COUNTY as liquidated damages upon such termination;

D.13.1.3. Right to Suspend the Agreement. COUNTY shall have the right to suspend the Agreement, at the COUNTY's option, perform CONTRACTOR's obligations; and

D.13.1.4. All Other Available Remedies. COUNTY shall have the right to exercise its remedies in accordance with this Agreement and any other available remedies at law and in equity, including specific performance.

D.13.2. COUNTY's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which COUNTY may have under law or as otherwise provided in this Agreement.

D.13.3. By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by COUNTY to CONTRACTOR, the remedy of damages for a breach hereof by CONTRACTOR is inadequate and COUNTY shall be entitled to injunctive relief.

D.13.4. In the event either party is entitled to recover damages for breach of this Agreement, the damages shall bear interest at a rate equal to the statutory amount of ten percent for private parties and seven percent if against a governmental entity, commencing on the date of breach.

D.14. OWNERSHIP OF INFORMATION.

D.14.1. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the services hereunder or termination. The COUNTY agrees to hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS.

D.15.1. The COUNTY's obligation under this agreement is subject to the availability of authorized funds. The COUNTY may terminate the agreement, or any part of the agreement work, without prejudice to any right or remedy of the COUNTY, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this agreement, or any subsequent Amendment, the COUNTY may, upon written Notice to the CONTRACTOR, terminate this agreement in whole or in part.

D.15.2. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the agreement is terminated for non-appropriation, the COUNTY will be liable only for payment in accordance with the terms of this agreement for services rendered prior to the effective date of termination; and CONTRACTOR shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

D.15.3. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D.15.4. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either: Cancel this Contract or, offer a contract amendment reflecting the reduced funding.

D.16. WAIVER.

D.16.1. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.17. COMPLETENESS OF INSTRUMENT.

D.17.1. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.18. SUPERSEDES PRIOR AGREEMENTS.

D.18.1. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19. ATTORNEY'S FEES.

D.19.1. If any action at law or in equity, excepting an action for declaratory relief, is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision or this Agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by COUNTY) which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

D.20. COMPLIANCE WITH LAWS.

D.20.1. CONTRACTOR's services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the DHHS, COUNTY, State of California, and the United States government. CONTRACTOR agrees to indemnify COUNTY against any damages, expenses, or price reductions under this Agreement resulting from CONTRACTOR's or CONTRACTOR's lower-tier sub' failure to comply with the above laws and regulations.

D.21. SUCCESSORS AND ASSIGNS.

D.21.1. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. COUNTY and CONTRACTOR recognize and acknowledge that CONTRACTOR is hereunder employed in a position where CONTRACTOR will be rendering services of a special, unique, unusual and extraordinary character

requiring extraordinary ingenuity and effort by CONTRACTOR. The parties hereto recognize that a substantial inducement to COUNTY for entering into this Agreement is the reputation, experience, and competence of CONTRACTOR. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the COUNTY. Any attempt to assign or delegate this Agreement without the express written consent of COUNTY shall be void and of no force or effect. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. CONTRACTOR shall provide qualifications of assignees for review by COUNTY, which will not unreasonably withhold consent. CONTRACTOR shall not subcontract any portion of the work to be performed without the prior written authorization of COUNTY. If COUNTY consents to said subcontract, CONTRACTOR shall be fully responsible to COUNTY for all acts or omissions of subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

D.22. INDEPENDENT CONTRACTOR.

D.22.1. COUNTY and CONTRACTOR are and at all times shall be and remain independent contractors as to each other, and no joint powers agency or other legal relationship which would impose vicarious liability upon one party for the act or omission of the other shall be created or implied hereby or herefrom. CONTRACTOR acknowledges that CONTRACTOR's employees shall not be covered under the COUNTY's employee benefit plan. At all times during the term of this Agreement, CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance, and any other costs and expenses in connection with performance of services under this Agreement. Neither party has or shall have the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. COUNTY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

D.23. MODIFICATION.

D.23.1. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24. COUNTERPARTS.

D.24.1. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.25. OTHER DOCUMENTS.

D.25.1. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.26. PARTIAL INVALIDITY.

D.26.1. If any term, covenant, condition, or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

D.27. JURISDICTION.

D.27.1. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the COUNTY of Del Norte or the U.S. District Court, California Northern District, and CONTRACTOR hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

D.28. TIME IS OF THE ESSENCE.

D.28.1. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29. AUTHORITY.

D.29.1. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any stated and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30. CONFLICT OF INTEREST.

D.30.1. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

D.31. ADVICE OF COUNSEL.

D.31.1. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

D.32. INDEPENDENT REVIEW.

D.32.1. Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

D.33. POSSESSORY INTEREST.

D.33.1. A taxable possessory interest, as those words are used in the California Revenue and Taxation Code section 107, may be created by this Agreement; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.34. TAXES.

D.34.1. The CONTRACTOR shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties, and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.35. NON-DISCRIMINATION.

D.35.1. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the

public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

D.36.1. In addition to application of the non-discrimination provision of this Agreement above, CONTRACTOR agrees to also comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

D.37.1. CONTRACTOR warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

D.38. CAPTIONS.

D.38.1. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.39. DEFINITIONS.

D.39.1. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.39.1.1. NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word “person” includes corporations, partnerships, firms, or associations, wherever the context so requires.

D.39.1.2. MANDATORY AND PERMISSIVE. “Shall”, “will”, and “agrees” are mandatory. “May” is permissive.

D.40. NOTICES.

D.40.1. Any notice required to be given under this Agreement may be given by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed communicated as of three days from mailing or the day that personal service was effectuated. Mailed notices shall be addressed as set forth below, but each party may change [his or her or its] address by written notice in accordance with this paragraph.

D.40.1.1. If to "COUNTY":

Heather Snow, Director
Del Norte County Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

With a copy to:

County of Del Norte
Office of County Counsel
981 H Street, Suite 220
Crescent City, CA 95531

D.40.1.2. If to "CONTRACTOR":

Amanda Nugent Divine, CEO
Kings View Corporation
7170 N. Financial Dr. Suite 110
Fresno, CA 93720

D. 41. LICENSES, PERMITS, LAWS.

D.41.1. CONTRACTOR represents and warrants to COUNTY that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits,

qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to perform under this agreement. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding Operative Provision No. 14. CONTRACTOR shall comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

D.42. STANDARD OF PERFORMANCE.

D.42.1. CONTRACTOR warrants that CONTRACTOR, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like circumstances. County has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter this Agreement. It is understood that acceptance of CONTRACTOR'S work by COUNTY shall not operate as a waiver or release. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

D.43. ENTIRE AGREEMENT.

D.43.1. This Agreement, together with its specific references and attachments, is the complete statement of the subject between the parties and takes the place of all prior discussions, negotiations, whether oral or written. This Agreement shall not be modified except in writing, signed by both parties. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.44. FEDERAL HEALTH CARE PROGRAM EXCLUSION

D.44.1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid or the State Children's Insurance Program, except for emergency services.

D.44.2. CONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part.

D.44.3. CONTRACTOR shall screen all staff employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined hereunder. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List", and the United States, Health and Human Services, Office of Inspector General "List of Excluded Individuals/Entities" or any other list pursuant to 42 C.F.R. 438.214(d). CONTRACTOR shall screen prospective staff prior to hire or engagement.

D.44.4. CONTRACTOR and staff shall be required to disclose to COUNTY immediately any debarment, exclusion or other event that makes CONTRACTOR or any staff person an Ineligible or Excluded person. If the CONTRACTOR becomes aware that a staff member has become an Ineligible or Excluded person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, business or health care operations related to this Agreement.

D.44.5. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all loss or damage COUNTY may suffer arising from any Federal exclusion of CONTRACTOR or its staff members from such participation in a Federally funded health care program.

D.44.6. Failure by CONTRACTOR to meet the requirements of this Section, D.44, shall constitute a material breach of Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

D.45. ENVIRONMENTALLY PREFERRED PRODUCTS POLICY

D.45.1. It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

D.46. GENERAL INSURANCE PROVISIONS

D.46.1. If a treating provider is not an employee of Kings View, or otherwise not included as an additional insured under King's View's Medical Malpractice insurance policy, the treating provider must maintain a policy of Medical Malpractice insurance with limits equal to or greater than those required in this Agreement. Upon termination of this Agreement, Kings View and any treating providers shall maintain a Medical Malpractice policy which shall insure against claims made relating to services performed during the term of the Agreement.

D.46.2. If Kings View maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Kings View. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

D.46.3. Claims-made policies must be declared to and approved by the County's Risk Management division prior to the execution of this agreement.

D.46.4. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Kings View.

D.46.5. For any claims related to this Agreement, Kings View's insurance coverage shall be primary coverage as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County shall be excess of King's View's insurance and shall not contribute with it.

D.46.6. Each insurance policy required in this Agreement shall provide that coverage shall not be canceled, except with written notice to the County thirty days prior to the policy's termination date.

D.46.7. Kings View hereby grants to the County a waiver of any right to subrogation which any insurer of Kings View may acquire against the County by virtue of the payment of any loss under such insurance. Kings View agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

D.46.8. Kings View shall furnish the County with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive Kings View's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D.46.9. Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII, unless otherwise declared to and accepted by the County.



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

17
Fax
(707) 465-1783

BOARD REPORT

DATE: December 3, 2021

AGENDA DATE: December 14, 2021

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Psychiatric Inpatient Hospital Services

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign the Agreement with BHC Heritage Oaks Hospital, Inc. for Psychiatric Inpatient Hospital Services from July 1, 2021 through June 30, 2022, not to exceed \$40,000, as requested by the Director of Health and Human Services.

DISCUSSION/SUMMARY:

The Department of Health and Human Services, Behavioral Health Branch (BHB), is required to serve adults who reside in Del Norte County who are in need of immediate acute inpatient psychiatric care. Del Norte County does not have a facility in-county to provide these intensive services. The State Department of Mental Health authorizes the BHB to contract for services provided either in an acute care hospital, or a free-standing psychiatric hospital, for the care and treatment of an acute episode of mental illness meeting the medically necessary criteria covered by the Medi-Cal program.

ALTERNATIVES:

Do not approve, and eliminate this hospital from the list of available facilities to use during emergency situations, and immediately attempt to secure another facility.

FINANCING:

State and Federal funds. No County General Funds required.

CHILDREN'S IMPACT STATEMENT:

This action meets all five of the outcome measures for children in Del Norte County: 1) Children ready for and succeeding in school; 2) Children and youth are healthy and preparing for adulthood; 3)

Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

None.

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez, YES

COUNTY COUNSEL: Joel Campbell-Blair, YES

PERSONNEL:

OTHER DEPARTMENT:

Fiscal Period July 1, 2021 through June 30, 2022

Del Norte County Contract No.: _____

Agreement for Psychiatric Inpatient Hospital Services

Hospital: **BHC Heritage Oaks Hospital, Inc, d.b.a. Heritage Oaks Hospital**

Address: 4250 Auburn Blvd

Sacramento, CA 95841

Provider No.: 14220

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ARTICLE 1 FORMATION

1.1 Identification of Parties

The Agreement is between the COUNTY OF DEL NORTE, hereinafter designated "the County," and BHC Heritage Oaks Hospital, Inc d.b.a. Heritage Oaks Hospital hereinafter designated "the Provider."

1.2 Specification of County's Authority and Instrumentalities

The Provider hereby recognizes that this Contract is formed under the authority of Sections 5775, et seq. of the Welfare and Institutions Code and the regulations adopted pursuant thereto, which authorize the County to contract for provision of psychiatric inpatient hospital services to beneficiaries eligible for such services under the Medi-Cal program and County designated Short-Doyle clients in accordance with the rates, terms and conditions negotiated by the County.

1.3 Declaration that Beneficiaries under the Medi-Cal Program and County designated Short-Doyle clients Are Not Third Party Beneficiaries under this Contract

Notwithstanding mutual recognition that services under this Agreement will be rendered by the Provider to beneficiaries under the Medi-Cal program & County designated Short-Doyle clients, as more fully defined in Paragraph 2.3, it is not the intention of either the County or Provider that such individuals occupy the position of intended third party beneficiaries of the obligations assumed by either party to this Contract.

1.4 Declaration of Present Contractual Intent

The County and the Provider, in consideration of the covenants, conditions, stipulations, terms and warranties hereinafter expressed, presently contract as follows.

ARTICLE 2 DEFINITIONS

2.1 Acute Administrative Day

"Acute Administrative Day" means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary's stay at an acute inpatient facility must be continued beyond the beneficiary's need for acute care. The acute facility is responsible for contacting appropriate facilities within a sixty (60) mile radius at least once each five (5) working days until a beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician reviewer or the utilization review committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary's status has changed.

2.2 Beneficiary

"Beneficiary" means any person certified as eligible for services under the Medi-Cal Program according to Section 51000.2, Title 22, California Code of Regulations and those County residents the County designates as Short-Doyle clients.

2.3 Delegate

"Delegate" means any natural or corporate person to whom the Provider attempts, by contract or otherwise, to transfer the primary liability to perform any covenant assumed in this Contract.

2.4 Department

"Department" means the State Department of Health Services.

2.5 Fiscal Intermediary

"Fiscal Intermediary" means that person or entity who has contracted, as specified in Section 14104.3 of the Welfare and Institutions Code, with the Department to perform fiscal intermediary services related to this Contract.

2.6 Acute Psychiatric Inpatient Hospital Services

"Acute Psychiatric Inpatient Hospital Services" means services provided either in an acute care hospital or a free standing psychiatric hospital for the care and treatment of an acute episode of mental illness meeting the medical necessity criteria covered by the Medi-Cal program. Services provided in a freestanding hospital may only be reimbursed for persons age 21 or younger and 65 or older.

2.7 Meaning of Words

The words and terms used in this contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, or the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of mental health care or unless specifically defined in this Article or otherwise in this Contract. May is used to indicate a permissive or discretionary term of function. Shall is used to introduce a covenant of either the County or the Provider, and is mandatory.

ARTICLE 3
PERFORMANCE PROVISIONS

3.1 General Agreement

(a) Provider agrees to render psychiatric inpatient hospital services (Paragraph 2.6) to eligible beneficiaries (Paragraph 2.2) in need of such services and assumes full responsibility for provision of all psychiatric inpatient hospital services in accordance with regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, through delegates, or as otherwise provided in this Contract. Provider agrees to accept as payment in full for these psychiatric inpatient hospital services payments from the County and the State Department of Health Services as provided in Article 4 of this Contract. The County agrees to pay the Provider for such Services rendered in accordance with the terms and under the express conditions of this Contract.

(b) Provider shall, at its own expense, provide and maintain facilities and professional, allied and supportive paramedical personnel to provide all necessary and appropriate psychiatric inpatient hospital services.

(c) Provider shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

(d) For the purpose of (a) of this Paragraph "any eligible beneficiary" means any individual who meets the criteria established in Paragraph 2.2 of this Contract without reference to residence, domicile or any other geographic factor.

(e) For the purpose of (a) of this Paragraph "all psychiatric inpatient hospital services" means those services defined in Paragraph 2.6 of this Contract.

3.2 Licensure and Certification as Conditions Precedent to County's Payment Obligation

(a) Provider hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Sections 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.

(b) Provider hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, certified under Title XVIII of the Federal Social Security Act.

(c) Provider agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in (a) of this Paragraph, and certified under the Federal Social Security Act as provided in (b) of this Paragraph shall be express conditions precedent to maturing the County's payment obligations under Paragraph 3.1(a) and Article 4 of this Contract.

3.3 Utilization Controls: Compliance by Provider as Condition Precedent to Maturing County's Payment Obligation

As express conditions precedent to maturing the County's payment obligation under the terms of this Contract the Provider shall adhere to the County's Quality Management Plan including utilization controls, DMH Letters Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

3.4 Appointment of Liaisons and Agency Status of Provider's Liaison

(a) Provider shall designate in writing a person to act as liaison to the Department. Such person shall coordinate all communications between the parties. The written designation of such person shall constitute the conferral of full agency powers to bind the Provider as principal in all dealings with the County/Department(s).

(b) The County shall designate a liaison in conformity with the procedures and with such authority as specified in Paragraph 6.8 of this Contract. Communications to the County shall be submitted to its liaison at the following address: Refer to Page 15 Section 6.9 of this Agreement.

3.5 Service Location

Psychiatric inpatient hospital services rendered pursuant to this Contract shall be rendered at the following facilities:

In the case of a Provider who has not delegated duties under this Contract, at the following facilities:

BHC Heritage Oaks Hospital
4250 Auburn Blvd
Sacramento, CA 95841

3.6 Quality of Care

As express conditions precedent to maturing the County payment obligation under the terms of this Contract whether performed directly or through the instrumentality of a delegate as permitted under this Contract, the Provider shall:

- (a) Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.
- (b) Take such action as required by Provider's Medical Staff Bylaws against medical staff members who violate those bylaws, as the same may be from time to time amended.
- (c) Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.
- (d) Not discriminate against Medi-Cal or County Short-Doyle designated beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, and/or provision of special or separate meals.

3.7 Assumption of Risk by Provider

Whether rendered directly or through the instrumentality of a delegate as permitted under this Contract, the Provider shall bear total risk for the cost of all psychiatric inpatient hospital services rendered to each beneficiary covered by this Contract. As used in this Paragraph "risk" means that the Provider covenants to accept as payment in full for any and all psychiatric inpatient hospital services (Paragraph 2.6) payments made by the County pursuant to Article 4 of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the payment obligation of the County matured under the conditions set forth in this Contract.

3.8 Patient Rights

The Provider, or any delegate performing the covenants of the Provider pursuant to the terms of this Contract, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by beneficiaries with regard to substandard conditions may be investigated by the County's Patients Rights Advocate, County, and State Department of Health Care or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3.9 Provider Satisfaction Survey

The Provider agrees to complete and return to the County the Provider Satisfaction Survey as required in Title 9, Chapter 11, Section 1810.315, when such is provided by the County.

3.10 Provider Handbook

The Provider agrees to adhere to all procedures and regulations as described in the Del Norte County Provider Handbook.

3.11 Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Notice

The Provider shall provide the County's Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) (Exhibit A) notice to all children and adolescents that will be receiving services under this Agreement.

3.12 Grievance and Complaints

The Provider shall follow County procedures should a grievance be filed. If a grievance is filed, the Provider shall contact County's Behavioral Health Branch Quality Improvement Coordinator and provide the grievance information and any filed documentation.

3.13 Corrective Action Plan (CAP)

- a) If the CONTRACTOR fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the COUNTY may request a CAP from the CONTRACTOR to address these deficiencies and a timeline for implementation. Failure to submit CAP or adhere to the provisions in the CAP may result in a withholding of funds allocation to the CONTRACTOR for the provision of services and/or termination of this AGREEMENT for cause.

Failure to comply with monitoring requirements shall result in:

- a) COUNTY shall issue a report to the CONTRACTOR after conducting monitoring, utilization, or fiscal auditing reviews of the CONTRACTOR. When the COUNTY report identifies non-compliant services or processes, it shall require a CAP. The CONTRACTOR shall submit a CAP to the COUNTY within the timeframes required by the COUNTY.

1. The CAP shall include:

- a. A statement of the deficiency
- b. A list of action steps to be taken to correct the deficiency
- c. Target date for implementation of each correction action
- d. Who will be responsible for correction and ongoing compliance

- b) COUNTY will provide written approval of the CAP to the CONTRACTOR. If COUNTY does not approve the CAP submitted by the CONTRACTOR, COUNTY will provide guidance on the deficient areas and request an updated CAP from the CONTRACTOR with a new deadline for submission.
- c) If the CONTRACTOR does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, COUNTY may withhold funds until the CONTRACTOR is in compliance. COUNTY shall inform the CONTRACTOR thirty (30) calendar days in advance of when funds will be withheld.

ARTICLE 4
PAYMENT PROVISIONS

4.1 Rate Structure; Contingent Liability of County/State

(a) Provided that there shall first have been a submission of claims in accordance with Paragraph 4.3 of this Contract, the Provider shall be paid at the following all-inclusive rate per patient day for acute psychiatric inpatient hospital services, based on the following accommodation codes (complete any of the following that apply and indicate the accommodation codes that are not applicable to this contract):

<u>Description</u>	<u>Rate/Day</u>
Adolescent Hospital Inpatient, without Psychiatric Support Services	<u>\$889.00</u>
Adult Hospital Inpatient, with Psychiatric Support Services – Short-Doyle	<u>\$979.00</u>
Adult and Adolescent Inpatient Professional (MD) Psychiatric Support Services	<u>\$ 90.00</u>
Hospital Administrative Day, with Psychiatric Support Services	<u>\$660.66</u>
Hospital Administrative Day, without Psychiatric Support Services	<u>\$660.66</u>
Room & Board - Private, Psychiatric, including Physician	<u>N/A</u>
Room & Board - Semi-Private, 2 Bed, Psychiatric, inc. Physician	<u>N/A</u>
Room & Board - Semi-Private, 3 or 4 bed, Psychiatric, inc. Physician	<u>N/A</u>
Room & Board - Ward (Medical or General) Psychiatric	<u>N/A</u>
Intensive Care, Psychiatric	<u>N/A</u>
County Designated Short-Doyle Psychiatric	
Adolescent Clients - including Psychiatric Support Services	<u>\$889.00</u>

(b) In no event shall total compensation paid to the Provider under this Provision 4.1 exceed FORTY THOUSAND DOLLARS AND NO CENTS (\$40,000.00) without an amendment to this Agreement approved by the Del Norte County Board of Supervisors.

4.2 EMTALA – In the event of a medical emergency, either psychiatric or non-psychiatric, Provider shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd (“EMTALA”). County agrees that all screenings and stabilizing services provided by a Provider in a medical emergency are services covered by County under this Agreement.

4.3 Rate Inclusive of All Psychiatric Inpatient Hospital Services; Rate Does Not Include Transportation & Fair Hearing Services

(a) The rate structure under Paragraph 4.1 of this Contract is intended by both the County and the Provider to be inclusive of all Services defined in Paragraph 2.6 of this Contract as Psychiatric Inpatient Hospital Services except for Accommodation Code #035. The per diem rate is considered to be payment in full, subject to third party liability and patient share of costs, for psychiatric inpatient hospital services to a beneficiary. The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric services in Title 9, Chapter 11 and the per diem rate structure does not include non-hospital based physician or psychological services. *CCR Title 9, Chapter 11, Section 1810.430 (d) (4) & (5).*

(b) The rate structure under Paragraph 4.1 of this Contract shall not include transportation services required in providing Psychiatric Inpatient Hospital Services. When physician services or transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services.

(c) The rate structure under Paragraph 4.1 of this Contract shall not include associated State

mandated patient fair-hearing requirements charged to the Provider by Del Norte County on behalf of County clients. These pass-through charges shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services.

(d) The rate structure under Paragraph 4.1 of this Contract shall be automatically adjusted to the annual rate structure negotiated by Sacramento County Mental Health as the Host County.

4.4 Billing Procedures as Express Conditions Precedent to the County's Payment Obligation

(a) As an express condition precedent to maturing the County's payment obligation under Paragraph 4.1 of this Contract, the Provider shall determine that psychiatric inpatient hospital services rendered either directly or through the instrumentality of an authorized delegate are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement, including, but not limited to, a private group indemnification or insurance program or workers' compensation. To the extent that such coverage is available, the Department's payment obligation pursuant to paragraph 4.1 shall be reduced.

(b) As a further express condition precedent to maturing the Department's payment obligation under Paragraph 4.1 of this Contract, the Provider shall submit claims to the fiscal intermediary for all services rendered either directly or through the instrumentality of an authorized delegate under the terms of this Contract, in accordance with the applicable billing requirements contained in Section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto.

(c) A day of service shall be billed for each beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies an psychiatric inpatient hospital bed at 12:00 midnight in the facilities of either the Provider or an authorized delegate. However, a day of service may be billed if the beneficiary is admitted and discharged during the same day provided that such admission and discharge is not within twenty-four (24) hours of a prior discharge.

(d) The Provider may access the County's Problem Resolution Process in an effort to resolve any payment authorization or other issue, by following the procedure outlined in the County's Provider Handbook. When the issue concerns a payment authorization issue, the Provider may initiate the Department's Provider Appeal Process at any time before, during or after the Provider Problem Resolution Process has begun. Procedures are in accordance with *CCR, Title 9, Chapter 11, Sections 1850.305 (a), (b), (c) (1) and (c) (3)*.

4.5 Recovery of Overpayments to Provider, Liability for Interest

(a) When an audit or review performed by the County, the Department, the Department of Health Care Services the State Controller's Office, or any other authorized agency discloses that the Provider has been overpaid under this Contract, or where the total payments exceed the total liability under this Contract, the Provider covenants that any such overpayment or excess payments over liability may be recouped by the Department withholding the amount due from future payments, seeking recovery by payment from the Provider, or a combination of these two methods.

(b) Overpayments determined as a result of audits of periods prior to the effective date of this Contract may be recouped by the Department withholding the amount due from what would otherwise be the Department's liability under this Contract, seeking recovery by payment from the Provider, or a combination of those two methods.

(c) When recoupment or recovery is sought under (a) of this Paragraph the Provider may appeal according to applicable procedural requirements of the regulations adopted pursuant to

Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:

- (1) The recovery or recoupment shall commence sixty (60) days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
- (2) The Provider's liability to the County for any amount recovered under this Paragraph shall be as provided in Section 5778(h) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

4.6 Customary Charges Limitation

- (a) No provision in this Contract withstanding, the Department's total liability to the Provider shall not exceed the Provider's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 4.3.
- (b) As used in (a) of this Paragraph "customary charges" is defined in conformity with 42 USC Section 1395(f) and the regulations promulgated pursuant thereto.

ARTICLE 5
RECORDS AND AUDIT PROVISIONS

5.1 Onsite Reviews

(a) Subject to all applicable laws regarding the privacy and confidentiality of individually identifiable health information, Agents of the County and the State Department of Health Care shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:

- (1) Level and quality of care, and the necessity and appropriateness of the services provided.
- (2) Internal procedures for assuring efficiency, economy and quality of care.
- (3) Compliance with County Client Grievances Procedures
- (4) Financial records when determined necessary to protect public funds and in accordance with applicable laws.
- (5) Proof that CONTRACTOR is not on the Medi-Cal list of excluded providers

(b) The Provider shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.

(c) Onsite reviews and audits shall occur during normal working hours with at least seventy-two (72) hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

5.2 Records to be Kept; Audit or Review; Availability; Period of Retention

The Provider covenants that:

(a) It shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.

(b) The above information shall be maintained in accordance with Medicare principles of reimbursement and generally accepted accounting principles, and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.

(c) The Provider shall also maintain medical records required by Sections 70747 - 70751 of the California Code of Regulations, and other records related to a beneficiary's eligibility for services, the service rendered, the beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitute "records" for the purposes of this Paragraph.

(d) Subject to all applicable laws regarding the privacy and confidentiality of individually identifiable health information, the facility or office, or such part thereof as may be engaged in the performance of this Contract, and the information specified in this Paragraph shall be subject at all reasonable times upon reasonable notice to inspection, audits and reproduction by any duly authorized agents of the County, Department of Health Services, Department of Health Care, the Federal Department of Health and Human Services and Comptroller General of the United States. The Federal Department of Health and Human Services and Comptroller General of the United States are intended third party beneficiaries of this covenant.

(e) Subject to all applicable laws regarding the privacy and confidentiality of individually identifiable health information, preserve and make available its records relating to payments made under this Contract for a period of four years from the close of the Provider's fiscal year, or for such longer period, required by subparagraphs (2) and (3) below.

(1) If this Contract is terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of the last payment made under the Contract.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4) year period, the related records shall be retained until completion and resolution of all issues arising therefrom or until the end of the four (4) year period whichever is later.

(3) Clinical records of each client served at the FACILITY shall be the property of COUNTY and shall be kept at least ten (10) years or until audit findings are resolved.

5.3 Liability of Delegates for Examination of Accounts, Audit and Records

The County shall have such rights as are accorded to it as an intended third party beneficiary of a covenant made in a contract of delegation.

5.4 Request for Proof not on the Medi-Cal List of Excluded Providers

The County shall require proof that this provider is not on the Medi-Cal list of excluded providers. Such proof will be required on the effective date of this Agreement.

ARTICLE 6 GENERAL PROVISIONS

6.1 Integration Clause

The County and Provider declare that this instrument, including Appendix A, contains a total integration of all rights and obligations of all parties. There are no extrinsic conditions or collateral agreements or undertakings of any kind. In regarding this instrument as the full and final expression of their Contract it is the express intention of both the County and the Provider that any and all prior or contemporaneous agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter and period of time governed by this instrument which are not expressly set forth herein are to have no force, effect, or legal consequence of any kind.

6.2 Performance Obligations; Effective Date and Term of this Contract; Waiver of Provider's Right to Administrative Hearing

Performance obligations assumed under this Contract shall commence on the 1st day of July 2019, and shall apply to all psychiatric inpatient hospital admissions on or after this date. This Contract shall continue until June 30, 2020, subject to the provisions of Paragraph 6.15 and the rights of termination reserved under Paragraphs 6.16, 6.17 and 6.18. However, the terms of this Contract shall continue to apply to any beneficiary receiving psychiatric inpatient hospital services at the date of termination. There shall be no entitlement to an administrative hearing pursuant to these sections. The Provider waives any claim it may have to such a hearing in consideration of the covenants, conditions and provisions of this Contract.

6.3 Headings

The headings of articles and paragraphs contained in this Contract are for reference purposes only and shall not affect in any way its meaning or interpretation.

6.4 Governing Authorities

- (a) This Contract shall be governed and construed in accordance with:
 - (1) Part 2.5, Division 5 of the Welfare and Institutions Code and regulations adopted pursuant thereto, and all other applicable state laws and regulations according to their content on the effective date stipulated in Paragraph 6.2; and
 - (2) Titles 42 and 45 (Part 74) of the Code of Federal Regulations and all other applicable federal laws and regulations according to their content on and after the effective date stipulated in Paragraph 6.2, except those provisions or applications of those provisions waived by the Secretary of the Department of Health and Human Services.

6.5 Conformance with Federal Regulations

The Provider stipulates that this Contract, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it will conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services.

6.6 Application for Termination in the Face of a Declaration or Finding of Partial Invalidity

In the event any provision of this Contract is declared null and void by any court of law, either party may apply to that court for permission to immediately rescind the remainder of the Contract. In ruling upon this request the court shall consider the impact upon the affected Medi-Cal population as well as the relative degree of hardship which would be imposed upon either or both of the parties if the request is denied.

6.7 Restriction on Provider's Freedom to Assign Benefits Only under this Contract or to Engage in Organic Change

The County and Provider hereby declare their mutual recognition that the subject matter of this Contract is personal, being founded upon the County's confidence in the reputation, type and location of facilities, and other personal attributes of the Provider. For this reason:

Neither this Agreement nor any of its provisions shall be assigned, delegated, transferred or otherwise conveyed by either party without the prior written consent of the other party.

6.8 Contracting Officer - Delegation of Authority

The County will administer this Contract through a single administrator, the Contracting Officer. Until such time as the County gives the Provider written notice of successor appointment, the person designated above shall make all determinations and take all actions necessary to administer this Contract, subject to the limitations of California laws and state administrative regulations. No person other than the Contracting Officer shall have the power to bind the County relative to the rights and duties of the Provider and the County under this Contract, nor shall any other person be considered to have the delegated authority of the Contracting Officer or to be acting on his behalf unless the Contracting Officer has expressly stated in writing that person is acting as his authorized agent.

6.9 Notice

Any notice required to be given pursuant to the terms and provisions of the Contract shall be in writing and shall be sent by certified mail, return receipt requested. Notice to the County shall be sent to the following address:

Heather Snow, Director
Del Norte County Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

Notice to the Provider shall be sent to the Chief Executive Officer at the following address:

BHC Heritage Oaks Hospital
4250 Auburn Blvd
Sacramento, CA 95841

6.10 Status as Independent Contractors

The County and Provider hereby acknowledge that they are independent contractors to one another and neither is an officer, agent, or employee of the other for any purpose.

6.11 Informal Amendments Ineffective; Toleration of Deviation from Terms of Contract Not to be Construed as Waiver

(a) It is the express intention of both the County and Provider that the terms of this totally integrated writing shall comprise their entire Contract and are not subject to rescission, modification or waiver except as defined in a subsequent written instrument executed in the same manner and with the same authority. In furtherance of this Agreement the County and Provider mutually covenant and request of any reviewing tribunal that any claim of rescission, modification, or waiver predicated upon any evidence other than a subsequent written instrument executed in the same manner and with the same authority as this writing be regarded as void.

(b) The informal toleration by either party of defective performance of any independent covenant in this Contract shall not be construed as a waiver of either the right to performance or the express conditions, which have been created in this Contract.

6.12 Beneficiary Eligibility

This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event the California State Legislature or Congress of the United States enacts a statute, which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, this new definition shall apply to the terms of this Contract.

6.13 Indemnification

The Provider and County each agree to indemnify, defend and save harmless the other party and the other party's officers, agents and employees, from and against any and all claims and losses whatsoever arising out of, in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction of that party's officers, agents and employees.

6.14 Insurance Requirements

During the term of this Contract, Provider shall maintain in full force and effect the following types of insurance in the amounts specified:

- (a) Commercial General Liability: A policy of general liability insurance with minimum coverage of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Medical Malpractice: A policy of Medical Malpractice insurance with a minimum coverage of \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
- (c) Automobile Liability: A policy of automobile liability insurance with minimum coverage of \$1,000,000.00 combined single limit per accident for bodily injury and property damage for any automobile used for any service required or provided under the terms of this contract.
- (d) Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

6.15 Insurance Provisions

- (a) Each insurance policy required in Section 6.14 of this Contract shall provide that coverage shall not be canceled, except with written notice to the County thirty days prior to the policy's termination date.
- (b) If the Provider maintains broader coverage and/or higher limits than the minimums set forth in Section 6.14 of the Contract, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- (c) The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Provider.
- (d) If a treating provider is not an employee of the Provider or otherwise not included as an additional insured under the Provider's Medical Malpractice insurance policy, the treating provider must maintain a policy of Medical Malpractice insurance with limits

equal to or greater than those required in Section 6.14 of this Contract. Upon termination of this Contract, the Provider and any treating providers shall maintain a Medical Malpractice policy which shall insure against claims made relating to services performed during the term of the Contract.

- (e) For any claims related to this Contract, the Provider's insurance coverage shall be primary coverage as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County shall be excess of the Provider's insurance and shall not contribute with it.
- (f) Provider hereby grants to the County a waiver of any right to subrogation which any insurer of said Provider may acquire against the County by virtue of the payment of any loss under such insurance. The Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (g) Provider shall furnish the County with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

6.16 Limitation of County/State Liability

No provision of this Contract withstanding, the liability of the County and State shall not exceed the amount of funds appropriated in the support of this Contract by the California Legislature.

6.17 Termination Without Cause

The Provider or the State may terminate this Contract without cause in accordance with this Paragraph. Termination without cause shall be effected by giving written notice of the termination to the other party at least thirty (30) days prior to the effective date of the termination and stating the effective date of the termination.

6.18 Termination for Default

- (a) The County may terminate this Contract for default upon thirty (30) days written notice to the Provider, except in cases where the County determines that the health and welfare of Medi-Cal and County designated Short-Doyle beneficiaries is jeopardized by continuation of the Contract, in which case the Contract may be immediately terminated. Notification shall state the effective date of and grounds for termination.
- (b) The County may terminate this Agreement upon thirty (30) days written notice to the Provider in the event that: (1) The Secretary of the Department of Health and Human Services determines that the Provider does not meet the requirements for participation in the Medicaid program, Title XIX of the Social Security Act; (2) The Provider has violated the conflict of interest provisions contained in Paragraph 6.19 of this Contract; or, (3) The County or State determines that the Provider is abusing or defrauding the Medi-Cal program or its beneficiaries.

6.19 Obligation Upon Termination

In the event that this Agreement is terminated or Provider or County gives notice of termination of participation in this Agreement, County may transfer hospitalized individuals being treated under the terms of this Agreement to another provider. If County is not able to transfer all affected individuals to another provider by the termination date, Provider shall, upon request of the County, continue to provide services in

accordance with the terms of this Agreement to such individuals who have not been transferred until the transfer to another provider can be accomplished. Provider shall assist and cooperate with County during the transfer and shall provide all necessary information to ensure continuity of care.

6.20 Conflict of Interest

This Contract shall be terminated immediately if it is determined that a county officer or county employee responsible for development, negotiation, contract management, or supervision of this Contract has a financial interest in the Contract as that term is defined in Section 87103 of the Government Code and the regulations adopted pursuant thereto.

6.21 Confidentiality of Information

(a) No provision of this Contract withstanding, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 5328, 10850 and 14100.2 of the Welfare and Institutions Code; and, regulations adopted pursuant thereto. For the purpose of this Contract, all information, records, and data elements pertaining to beneficiaries shall be protected by both parties from unauthorized disclosure.

(b) With respect to any identifiable information concerning beneficiaries under this Contract that is obtained by the Provider or its delegates, each party:

(1) Shall not use any such information for any purpose other than carrying out the express terms of this Contract or as otherwise permitted by law.

(2) Shall promptly transmit to the other party the "disclosing party" and all requests for disclosure by the "disclosing party" of such information;

(3) Shall only disclose in accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 10850 and 14100.2 of the Welfare and Institutions Code; and, regulations adopted pursuant thereto; and,

(4) Shall, at the termination of this Contract, return all such information to the other party or maintain such information according to written procedures sent to that party by the other party for this purpose.

6.22 Additional Provisions

The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Appendix "A" - Federal Regulations. Appendix "A" is made a part of this contract.

6.23 Renegotiation Language

Either the Provider or County may request renegotiation of the rate or services provided under the terms of this Contract upon written notice. The parties shall renegotiate in good faith. However, it is understood by both parties that good faith negotiations may not necessarily result in agreement upon Contract changes.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day
of _____, 2021.

"COUNTY"

COUNTY OF DEL NORTE

CHRIS HOWARD, Chair
Board of Supervisors

"CONTRACTOR"

HERITAGE OAKS HOSPITAL



MIKE ZAUNER, CEO

ATTEST:

KYLIE GOUGHNOUR
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



JACQUELINE ROBERTS
Deputy County Counsel

APPENDIX A FEDERAL REQUIREMENTS

1.0 Fair Employment Practices

(a) In the performance of this Contract, the Provider shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, mental condition, or marital status. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, age, national origin, mental condition, physical handicap, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Fair Employment Practices section.

(b) The Provider shall permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the State, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

(c) Remedies for Unlawful Employment Practice:

(1) The County may determine an unlawful practice under the Fair Employment Practices section of this Contract to have occurred upon final judgment having that effect from a court in an action to which Provider was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Provider has violated the provisions of the Fair Employment and Housing Act and has issued an order, under Government Code Section 12970, which has become final.

(2) For unlawful practices under this Fair Employment Practices section, the County shall have the right to terminate this Contract after a determination pursuant to (c)(1) of this section has been made.

Any loss or damage sustained by the County in securing a replacement provider to render the services contracted for under this Contract shall be borne and paid for by the Provider and the County may deduct from any monies due to that thereafter may become due to the Provider, the difference between the price named in the contract and the actual cost thereof to the County.

(d) Provider agrees to comply with Title 2, Division 3, Part 2.8 (Government Code Sections 12900 et seq.), any amendments thereto, and any regulation adopted pursuant to that part.

2.0 Nondiscrimination in Services, Benefits and Facilities

(a) The provider shall not discriminate in the provision of services because of race, color, religion, national origin, age or mental or physical handicap as provided by state and federal law.

(b) For the purpose of this Contract, distinctions on the grounds of race, color, religion, national origin, age or mental or physical handicap include but are not limited to the following: denying a beneficiary any service or benefit which is different, or is provided in a different manner or at a different time from that provided other beneficiaries under this Contract; subjecting a beneficiary to

segregation or separate treatment in any matter related to his receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a beneficiary any differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services on the basis of the race, color, religion, national origin, age or mental or physical handicap of the beneficiaries to be served.

(c) The Provider shall take affirmative action to ensure that services to intended beneficiaries are provided without regard to race, color, religion, national origin, sex, age or mental or physical handicap.

3.0 Clean Air and Water

(This paragraph 3.0 applicable only if the Contract exceeds \$100,000 or the Federal Contracting Officer or State has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8[c][1]) or the Federal Water Pollution Control Act (33 USC 1319[c]) and is listed by the EPA, or the contract is not otherwise exempt.)

(a) The Provider agrees as follows:

(1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857, et seq., as amended by Pub.L., 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq., as amended by Pub.L., 92-500), respectively relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Contract.

(2) No obligation required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was executed unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the services are being performed.

(4) To insert the substance of the provisions of this Paragraph 3.0 into any written delegation.

(b) The terms used in this Paragraph have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Public Law., 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law, 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an approved implementation procedure or plan under section 110(d) of the Clean Air Act (42 USC 1857c-5[d]), an approved implementation procedure or plan under section 111(c) or section 111(d), or an approved implementation procedure under section 112(d) of the Air Act (42 USC 1857c-7[d]).

(4) The terms "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the

Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by Section 402 of the Water Act (33 USC 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Provider or delegate, to be utilized in the performance of a contract of delegation. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collected in one geographical area.³

4.0 Utilization of Small Business Concerns

(a) It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.

(b) The Provider shall accomplish the maximum amount of delegation to and purchased of goods or services from small business concerns that the contractor finds to be consistent with the efficient performance of this Contract.

5.0 Utilization of Minority Business Enterprises

(a) It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.

6.0 Provisions of Bilingual Services

(a) When the community potentially served by the Provider consists of non-English or limited-English speaking persons, the Provider shall take all steps necessary to develop and maintain an appropriate capability for communicating in any necessary second language, including, but not limited to the employment of, or contracting for, in public contact positions of persons qualified in the necessary second languages in a number sufficient to ensure full and effective communication between the non-English and limited-English speaking applicants for, and beneficiaries of, the facility's services and the facility's employees. Provider may comply with this paragraph 6.0 by providing sufficient qualified translators to provide translation in any necessary second language for any patient, caller or applicant for service, within ten minutes of need for translation. Provider shall maintain immediate translation capability in the emergency room when five percent of the emergency room patients or applicants for emergency room services are non-English or limited-English speaking persons.

Provider shall provide immediate translation to non-English or limited-English speaking patients whose condition is such that failure to immediately translate would risk serious impairment. Provider shall post notices in prominent places in the facility of the availability of translation in the necessary second languages.

(b) As used in this Paragraph:

- (1) "Non-English or limited-English speaking persons" refers to persons whose primary language is a language other than English;
- (2) "Necessary second language" refers to a language, other than English, which is the primary language of at least five percent (5%) of either the community potentially served by the contracting facility or the facility's patient population;

"Community potentially served by the contracting facility" refers to the geographic area from which the facility derives eighty percent (80%) of its patient population.

"Qualified translator" is a person fluent in English and in the necessary second language, familiar with medical terminology, and who can accurately speak, read, write and readily interpret in the necessary second language.

7.0 Health Insurance Portability and Accountability Act (HIPAA)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA. Attachment A, Business Associate Agreement, is attached hereto and by this reference incorporated herein.

The County and Contractor intend to protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("E PAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and revelations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

8.0 Federal Health Care Program Exclusion

The Provider shall not employ or contract with other providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid or the State Children's Insurance Program, except for emergency services.

The Provider hereby warrants that neither it nor any of its staff members are restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part.

The Provider shall screen all staff employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined hereunder. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List", and the United States, Health and Human Services, Office of Inspector General "List of Excluded Individuals/Entities" or any other list pursuant to 42 C.F.R. 438.214(d). The Provider shall screen prospective staff prior to hire or engagement.

The Provider and staff shall be required to disclose to County immediately any debarment, exclusion or other event that makes the Provider or any staff person an Ineligible or Excluded person. If the Provider becomes aware that a staff member has become an Ineligible or Excluded person, the Provider shall remove such individual from responsibility for, or involvement with, business or health care operations related to this Agreement.

The Provider shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of the Provider or its staff members from such participation in a Federally funded health care program.

Attachment A

The federal regulations have been reviewed and confirmed with legal counsel that we are not a business associate with health care providers under HIPAA.

Health care providers met the definition of a covered entity at 45 CFR Section 160.103 (3). As a covered entity, health care providers are subject to all of the requirements regarding the use and disclosure of protected health information.

Therefore health care providers do not qualify as a business associate under the HIPAA definition of that term. Business associate is defined at 45 CFR, Section 160.103. Section 160.103 (4) (i) expressly states, *a business associate does not include a health care provider.*

The exchange of protected health information between health care provider and the Del Norte County is permitted by 45 CFR, Section 164.502 (a) (1) (ii). As covered entities, the county and health care providers are allowed to use and disclose protected health information without a separate authorization *for treatment, payment, or health care operations.*

Based on our analysis of the HIPAA rules and advice from legal counsel, Del Norte is not a business associate with health care providers. The federal rules do not require it and we are under no obligation to enter into a business associate agreement.

We have added new language into the contract under provision 7.0 to cover the HIPPA requirement.

"The County and Contractor intend to protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("E PAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HTTECH Act"), and revelations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").



County of Del Norte
Administrative Office
Human Resources/Risk Management Division
981 "H" Street, Suite 250
Crescent City, California 95531

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Phone
(707) 464-7213

Fax
(707) 465-1470

AGENDA DATE: December 14, 2021
TO: Del Norte County Board of Supervisors
FROM: Cathy Hafterson, Human Resources/Risk Manager
SUBJECT: Approve Revised Classification Descriptions; Add New Position Allocation and Update Staffing Chart

RECOMMENDATION FOR BOARD ACTION:

Approve the updated classification descriptions for the Deputy Sheriff I/II/III classifications; Approve the updated classification description for the Public Health Nutrition Manager I/II classification; and establish one (1) new position allocation within the WIC program at the Department of Health and Human Services, Public Health Branch; and direct Human Resources to amend the adopted staffing chart as requested by the Human Resources/Risk Manager.

DISCUSSION/JUSTIFICATION:

A. The Department of Health and Human Services is requesting the following staffing changes:

- 1) Add one (1) new position allocation for a Health Educator I/II/III, Range 31/35/39 within the WIC program.
- 2) Revision to the Classification Description for the Public Health Nutrition Manager I/II position.

The Public Health Branch has a need for an additional Health Educator to provide health education and support to the Women, Children and Infants Program (WIC). The caseload in this program is increasing and needs additional staff to meet the needs of this fragile population. This is accomplished with direct services and community outreach and engagement. Funding for this position request has been approved by the State.

The classification description for the Public Health Nutrition Manager has been revised to address the lack of qualified applicants for this specialized position. This position oversees the WIC program and requires certification as a Registered Dietitian Nutritionist (RDN). The revisions will provide a second pattern for qualification for possession of a Bachelor's or Master's Degree in nutrition and/or dietetics from an accredited college or university and have a minimum of five (5) years recent experience working for WIC at the local agency level

B. The Sheriff's Office is requesting revision of the Classification Description for the Deputy Sheriff-Coroner I/II/III positions. The Sheriff is requesting modifications to the Deputy Sheriff-Coroner I/II/III classifications to clarify the different POST certificates for each of the levels and to ensure advancement to the higher level is available with successful completion of the Del Norte Sheriff's Office Field Training Program. A Deputy Sheriff I must have completion of a POST Basic Academy certificate. The Deputy Sheriff II level must successfully complete the DNSO Field Training Program and possession of the POST Basic Law Enforcement Certification. A Deputy Sheriff III must have at least three (3) years of experience with the DNSO with successful completion of the DNSO Field Training Program and the ability to obtain

POST Advanced certificate within one year.

ALTERNATIVE: Not approve the staffing changes and direct staff to return with a different plan

FINANCING: Funding for the changes exists in the adopted budget for both departments.

CHILDREN'S IMPACT STATEMENT: This section meets one (1) of the following outcome measures for children in Del Norte County: Communities are safe and provide a high quality of life.

ADMINISTRATIVE SIGN-OFF:

- ☒ AUDITOR: Clinton Schaad
- ☒ COUNTY ADMINISTRATIVE OFFICER: Neal Lopez
- ☒ ASSISTANT COUNTY ADMINISTRATIVE OFFICER: Randy Hooper
- ☐ COUNTY COUNSEL:
- ☒ HUMAN RESOURCES: Cathy Hafterson
- ☐ OTHER DEPARTMENT



COUNTY OF DEL NORTE CLASSIFICATION DESCRIPTION

JOB TITLE: Public Health Nutrition Manager I/II

Salary Range: 55/57

Bargaining Unit: Mid Management Group

FLSA Status: Exempt

EEO Class: 2

This position requires a skilled level of professional administrative experience with the ability to perform a wide variety of responsible supervisory tasks associated with the county health department nutrition programs and function. The incumbent is expected to perform tasks without direct supervision except, as new or unusual circumstances require. This classification is designated as Mid-Management for benefit purposes and is exempt from the overtime provisions of the FLSA.

Description of Basic Function:

Under administrative direction, to plan, organize and supervise the Women, Infants and Children (WIC) Nutrition branch of the Health and Human Services Department; oversee the function in a supervisory capacity; manage and oversee programs and functions through subordinate staff; and support the mission of promoting health, safety, and well-being of individuals and families through education, motivation, and support.

Supervision Received and Exercised: Employees in this classification receive general to limited supervision within a framework of policies and procedures. May receive general supervision from the Appointing Authority or designee as assigned. Employees in this classification supervise assigned staff.

Essential Duties: Essential job duties may include any of the following tasks, knowledge, skills and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.

- Administers the Women, Infants and Children's (WIC) Nutrition Program.
- Plans, organizes and provides day to day direction and work review to assigned staff of the WIC program.
- Oversees and participates in the preparation of program budget(s) by reviewing and analyzing service levels, expenditure and revenue projections, and conformity with the overall departmental programs. Assists the Public Health Program Manager with fiscal, managerial and administrative oversight of the WIC program.
- Develops and implements methods and procedures to inform the public of current and proposed WIC program projects, and obtains the participation of interested

citizens and groups in program development and operation.

- Plans, develops and administers policies and procedures for the WIC program.
- Interprets and applies state, federal and local regulations relating to WIC programs and ensures compliance by both County-provided and contracted service providers.
- Participates in the selection, hiring, training, development, and performance appraisal of assigned staff.
- Identifies and utilizes community resources; develops and trains such resources; and makes appropriate referrals for client services.
- Provides information regarding programs and client population needs to state groups and the legislature.
- Assists with service integration activities related to departmental programs and with other program-related partnerships.
- Provides consultation to, and serves on, community advisory committees and other groups including state, federal, County and other local and community organizations.
- Identifies program funding sources and prepares grant applications and proposals to secure funding.
- Performs and oversees the functions related to quality improvement activities.
- Oversees or develops statistical information and analyzes data in support of program and supervisory planning recommendations.
- Prepares and maintains documentation, correspondence and other written materials related to program services.
- Oversees the nutrition education component and nutrition assessment of WIC clients and the counseling provided.
- Provides training to WIC staff in nutrition assessment, counseling techniques and updates as necessary.
- Monitors the quality and timeliness of record completion of WIC employees.
- Facilitates communication between program management and WIC employees.
- Revises or develops nutrition education materials necessary for optimal client education.
- Recommends purchases or acquisitions of nutrition education materials for client or staff education.
- Assists with WIC program community outreach.
- Provides direct consultation to clients deemed "high risk" and documents the counseling provided in the method approved by State WIC branch or other appropriate agencies.
- Provides education materials and presentations to private/public physicians, clinics, schools and others regarding nutrition issues and WIC eligibility.

Public Health Nutrition Manager I/II (continued):

- Oversees the operation of assigned clinic sites, including staffing, days and hours of operation, participant accessibility, and WIC clinic flow issues.
- Assists in the negotiation of interagency, private provider, or CPSP agreements with health care agencies.
- Performs related duties as required.

Job Requirements, Qualifications and Working Conditions:

Knowledge of:

- Technical operations required for the function of the department.
- Principles practices methods and techniques of family conferencing models.
- Statistical methods and measurement devices required for analysis of the efficiency and appropriateness of WIC programs and funding sources.
- Principles and practices of basic supervision and management and employee development and evaluation.
- Federal, state and local laws and regulations pertaining to health service programs.
- Public funding sources, case management, budget preparation and related administrative activities.
- Community needs and resources in public health nutrition
- Principles, practices, methods and techniques required for budget development, research and analysis.
- Working knowledge of proper grammar, spelling, punctuation and composition at a level used in complex and technical writing in order to prepare clear, concise and complete reports and other written correspondence.
- Public health and population based nutrition interventions.
- Human nutrition and its relationship to health and disease.
- Principles and practices of nutrition, including menu planning and food preparation methods specific to program area of assignment; principles of nutrition counseling; and community resources in public health nutrition.
- In the areas of therapeutic and normal nutrition, as it relates to special populations (e.g., pregnant or lactating women; older adults; infants/children, individuals with chronic medical conditions).
- Understanding of and sensitivity to area minority groups and their socioeconomic backgrounds and cultures.

Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Plan, organize and direct the work of assigned staff.
- Interpret rules, regulations, legislation, and laws and appropriately relate them to

divisional programs and goals, including planning and recommending policies.

- Demonstrated ability to communicate effectively, both orally and in writing, including the skill to prepare reports utilizing technical and statistical information and present appropriate facts and recommendations in graphic, written and/or oral form.
- Establish and maintain effective working relationships with staff, representatives from other departments and agencies and the public.
- Perform nutrition assessments, determine nutritional requirements and provide client counseling, explain the nutritional aspects of public health programs, conduct effective nutritional workshops; and other educational programs.

Special Requirements:

- Must be certified as a Registered Dietitian Nutritionist (RDN) through the Commission on Dietetic Registration (CDR) of the American Dietetic Association or possession of a Bachelor's or Master's Degree in nutrition and/or dietetics from an accredited college or university and have a minimum of five (5) years recent experience working for WIC at the local agency level.
- Must possess and maintain a valid Driver's license.
- All County of Del Norte employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with the County of Del Norte requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

Minimum Qualifications: Any combination of education, training and experience which would likely provide the required knowledge, skills and abilities may be considered qualifying. A typical way to obtain the required knowledge and abilities would be:

Public Health Nutrition Manager I:

Education: Graduation from an accredited college or university with a Bachelor's degree in Public or Community Health Education, Health Science, or other relevant degree such as Psychology, Sociology, Counseling, Health Care Administration, public or business.

Experience: Two (2) years of experience performing professional clinical and/or managerial services with a public or private organization engaged in the provision of human service or prior experience working in a WIC program and/or one year of experience in providing education, counseling, and/or training in a healthcare or community setting as a dietician or as a nutrition instructor may be considered acceptable for the experience requirement.

Public Health Nutrition Manager II:

In addition to the above, a minimum of two years' experience performing the duties comparable to a Public Health Nutrition Manager I, or a Master's degree in Nutrition

Sciences, Public Health Nutrition or Dietetics will be considered in whole or part of the experience requirement.

Typical Working Conditions: Work is generally performed in an office environment under both quiet and noisy conditions; continuous contact with general public, departmental and County staff, management, individuals, and other outside organizations. Travel within Del Norte County and the State of California is required if necessary and job related.

Typical Physical Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform essential functions of this job. Reasonable accommodations may be made to enable individuals with a disability to perform the essential functions.

Sit for extended periods; frequently stand and walk; physical ability to climb stairs, stoop, bend and crouch on occasion; frequently reach with hands and arms; frequently lift and/or move up to 30 pounds without assistance; occasionally lift and/or move up to 50 pounds with or without assistance; normal manual dexterity and eye-hand coordination for regular and ongoing use of office equipment including computers, telephones, calculators, copiers and FAX; corrected hearing and vision to normal range for regular and ongoing use of office equipment; Occasionally use hands and fingers to handle or feel objects, tools, and/or controls; Must have the ability to safely drive a vehicle on a regular basis including, out of the area for trainings, conferences or other job related reasons.

Established Date: May 2021
Revision Dates: 12/14/2021



COUNTY OF DEL NORTE CLASSIFICATION DESCRIPTION

Job Title: Deputy Sheriff-Coroner I/II

Salary Range: 40/42

Bargaining Unit: SEA

FLSA Status: Non-Exempt

EEO Class: 4

Description of Basic Function:

To perform patrol activities on an assigned beat; to enforce Federal, State and County laws, codes and regulations; to maintain law and order; and to serve and protect the life and property of County residents.

Essential Duties: Essential job duties may include any of the following tasks, knowledge, skills and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.

- Patrols County roads and waterways in order to prevent crime and protect life and property of County residents.
- Responds to radio messages, telephone instructions, and/or citizen's requests to appear at scenes of disorder or crime.
- Conducts preliminary investigations of burglaries, thefts, robberies, deaths, assaults, accidents, and other disturbances.
- Performs physical searches of criminal suspects.
- Arrests law violators.
- Prepares a variety of reports and other recordkeeping documents such as arrest and investigation reports.
- Testifies in court in connection with criminal prosecutions.
- Assembles and prepares special reports related to internal affairs and juvenile cases and investigations.
- Serves a variety of legal papers and civil documents such as subpoenas, arrest warrants, writs of execution, orders to show cause, summonses, complaints, etc.
- Performs a variety of jail duties such as fingerprinting, booking and jail security.

Deputy Sheriff-Coroner I/II continued:

- Transports inmates to the Court, hospital and various other appropriate locations.
- Conducts security checks and provides security services to special locations and facilities such as the County airport and local businesses.
- Assures the preservation of criminal evidence until it is properly collected or recorded.
- Participates in criminal stakeouts as assigned.
- Participates in coroner's investigations, insuring that evidence is not disturbed, sealing residences, assisting in determining cause of death, securing personal property, and acting as a witness at autopsies.
- Participates in public relations programs such as crime prevention presentations and high school visitations.
- Attends departmental briefings and training courses.
- Performs search and rescue duties including under water recovery as assigned.
- Performs higher level duties in a training capacity.
- Performs related duties as required.

JOB REQUIREMENTS, QUALIFICATIONS AND DIFFICULTY OF WORK:

Requires:

Deputy Sheriff-Coroner I:

- Possession of a valid Driver's License.
- Possession of valid First Aid and CPR certificates.
- Completion of California Peace Officer Standards and Training (POST) basic academy.
- Ability to communicate tactfully and effectively with the public and fellow staff members.
- Ability to understand and follow oral and written instructions.
- Ability to meet physical standards of the job.
- Ability to prepare clear and concise written documents such as incident reports.
- Ability to observe and remember events and actions taking place at disturbances, accidents, and other incidents related to law enforcement work.

Deputy Sheriff-Coroner II:

- Possession of a POST Basic Law Enforcement Certificate.
- Possession of a valid Driver's License.

- Possession of valid First Aid and CPR certificates.
- Ability to communicate tactfully and effectively with the public and fellow staff members.
- Ability to understand and follow oral and written instructions.
- Ability to meet physical standards of the job.
- Ability to prepare clear and concise written documents such as incident or investigative reports.
- Ability to observe and remember events and actions taking place at disturbances, accidents, and other incidents related to law enforcement work.

Minimum Qualifications:

Deputy Sheriff-Coroner I:

Graduation from high school supplemented with some education in Police Science and completion of POST basic academy.

Deputy Sheriff-Coroner II:

Graduation from high school supplemented with some education in Police Science; one year of experience as a Deputy Sheriff-Coroner I with the Del Norte County Sheriff's Department or an equivalent position in another California law enforcement agency; or an equivalent combination of education and experience; ability to obtain POST Intermediate Certification within time limits specified by departmental policy; successful completion of the Del Norte Sheriff's Office Field Training Program.

This work consists of routine to varied and responsible professional law enforcement duties at entry to journeyman levels of classification.

RESPONSIBILITY: Employees in these classifications receive direct to limited supervision within a framework of standard policies and procedures. Errors in work or judgment could result in poor community relations, life safety hazards to fellow officers and the general public, and/or possible litigation against the county.

ENVIRONMENTAL CONDITIONS: Work is performed indoors and outdoors in both quiet and noisy environments, with occasional work performed in confined spaces. Temperature extremes vary depending on seasonal exposures. There is exposure to body fluids and infectious agents including blood borne viruses which can produce chronic disease or death. An exposure also exists to hazardous materials, illicit drugs and dust and airborne particles. Equipment used and tasks performed present a high risk of body injuries (cuts, bruises, sprains, fractures).

MENTAL REQUIREMENTS: The following mental abilities are required: Alertness, concentration, judgment, patience, memory, problem solving, initiative and the ability to remain calm in threatening, combative and/or confrontational situations. Must be able to effectively assist and/or subdue angry, violent, suicidal, psychologically disturbed or

mentally ill individuals. The ability to remain alert during long periods driving or seated as a passenger in a vehicle is very important.

PHYSICAL DEMANDS:

- **Hearing:** Adequate to hear and understand conversations in both quiet and noisy environments with the ability to localize from which direction a sound is coming. Must be able to discriminate among both speech and non-speech sounds, e.g., to hear and correctly understand individuals being interviewed, to hear and correctly understand radio transmission while operating a motorized vehicle, to hear scuffling, opening and closing of doors or firearms being loaded in order to determine safe entry or exit of a situation or building and to detect the approach of vehicles, people, animals, machinery and to anticipate potentially unsafe situations.
- **Vision:** Adequate to meet DMV criteria for required licensing. Accuracy in far vision is very important such as to determine whether someone twenty feet away is holding a gun or a non-weapon item. If an officer who wears corrective lenses loses his/her glasses or lenses, the officer must have adequate uncorrected vision to find his/her vehicle, holster, radio or partner. Accurate color vision is necessary to properly describe evidence, situations, suspects and/or vehicles.
- **Coordination & Dexterity:** Arm strength and range of motion is sufficient to write, use firearms, subdue and handcuff suspects. Coordination and explosive strength to sprint in emergency situations and be able to communicate and perform tasks at the end of the situation. Finger dexterity and arm-hand steadiness adequate to search individuals and/or facility. Must have ability to move arms or legs rapidly such as to use weaponless defense and weapons.
- **Physical Strength:** Must have strength to lift, push, pull and carry heavy objects, such as to move furniture, open heavy metal doors, move injured or unconscious or assist an uncooperative and combative individual. Trunk strength and stamina for repeated activities is necessary.

Revision Dates: 1/2014; 12/2021



COUNTY OF DEL NORTE CLASSIFICATION DESCRIPTION

JOB TITLE: DEPUTY SHERIFF – CORONER III

Salary Range: 44
Bargaining Unit: SEA
FLSA Status: Non-Exempt
EEO Class: 4

DESCRIPTION OF BASIC FUNCTION:

To supervise in a lead person or training capacity and participate in field patrol operations and activities of an assigned shift; to supervise in a lead person or training capacity the operation of the jail facilities to ensure the safe and secure detention of inmates. This work consists of moderately complex professional and lead person duties. Employees within this classification receive limited supervision within a framework of standard policies and procedures.

ESSENTIAL DUTIES: Essential job duties may include any of the following tasks, knowledge, skills and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.

- Directs jail facility and field patrol shift activities and operations in the absence of a Sheriff's Sergeant.
- Reviews, prepares, and processes reports on daily activities, crimes, coroner's investigations, incidents and accidents.
- Determines need for and assigns personnel to cover situations requiring additional deputies.
- Determines need for authorizes overtime by shift deputies.
- Monitors shift deputies to assure adherence to department rules and policies.
- Maintains records of standard and overtime hours worked by shift deputies.
- Monitors and participates in initial investigations including the gathering of evidence, questioning of witnesses, and apprehension and interrogation of suspects.
- Performs normal patrol activities including enforcing local and state laws, issuing citations, making arrests, transporting prisoners, serving legal papers, and conducting coroner investigations.
- Assembles and prepares special reports related to internal affairs and juvenile cases and investigations.

Deputy Sheriff-Coroner III (continued):

- Prepares and presents operational unit and shift briefings in the absence of a Sergeant.
- Serves a variety of legal papers and civil documents such as subpoenas, arrest warrants, writs of execution, orders to show cause, summonses, complaints, etc.
- Investigates cases falling under the jurisdiction of the County Coroner, including determining circumstances of death, sealing residences, securing personal property, finger printing bodies, and acting as a witness at autopsies.
- Acts as information source to the public regarding state and local laws, codes, and regulations.
- Performs related duties as required.

JOB REQUIREMENTS, QUALIFICATIONS AND DIFFICULTY OF WORK:

Requires:

- Possession of a valid Driver's License.
- Possession of a valid First Aid and CPR certificates.
- Knowledge of departmental organization, policies, regulations, and procedures.
- Knowledge of modern police methods employed in crime prevention, detection, investigation, patrol supervision, police records, and rules of evidence and court procedures.
- Ability to effectively direct and prioritize the work of others in a lead person capacity.
- Ability to analyze situations and to adopt responsible and effective courses of action.
- Ability to write clear and accurate reports.
- Ability to establish and maintain effective working relationships with supervisors, fellow officers, and the general public.

Minimum Qualifications:

- Education: Graduation from high school supplemented with course work in police science and possession of a Basic Peace Officer Standards and Training Certificate.
- Experience: Three years' of experience as a Deputy Sheriff-Coroner II with the Del Norte County Sheriff's Department or as an equivalent journeyman law enforcement officer in another California law enforcement agency;
- Ability to obtain POST Advanced certificate within one year;
- Successful completion of the Del Norte Sheriff's Office Field Training Program.

ENVIRONMENTAL CONDITIONS: Work is performed both indoors and outdoors in both quiet and noisy environments, with occasional work performed in confined spaces. Temperature extremes vary depending on seasonal exposures. There is exposure to body fluids and infectious agents including blood borne viruses, which can produce chronic disease or death. An exposure also exists to hazardous materials, illicit drugs and dust and airborne particles. Equipment used and tasks performed present a high risk of body injuries (cuts, bruises, sprains, fractures).

MENTAL REQUIREMENTS: The following mental abilities are required: alertness, concentration, judgment, patience, memory, problem solving, initiative and the ability to remain calm in threatening, combative and/or confrontational situations. Must be able to effectively assist and/or subdue angry, violent, suicidal, psychologically disturbed or mentally ill individuals. The ability to remain alert during long periods driving or seated as a passenger in a vehicle is very important.

PHYSICAL DEMANDS:

- **Hearing:** Adequate to hear and understand conversations in both quiet and noisy environments with the ability to localize from which direction a sound is coming. Must be able to discriminate among both speech and non-speech sounds, e.g., to hear and correctly understand individuals being interviewed, to hear and correctly understand radio transmission while operating a motorized vehicle, to hear scuffling, opening and closing of doors or firearms being loaded in order to determine safe entry or exit of a situation or building and to detect the approach of vehicles, people and animals, machinery and to anticipate potentially unsafe situations.
- **Vision:** Adequate to meet DMV criteria for required licensing. Accuracy in far vision is very important such as to determine whether someone twenty feet away is holding a gun or a non-weapon item. If an officer who wears corrective lenses loses his/her glasses or lenses, the officer must have adequate uncorrected visions to find his/her vehicle, holster, radio or partner. Accurate color vision is necessary to properly describe evidence, situations, suspects and/or vehicles.
- **Coordination & Dexterity:** Arm strength and range of motion is sufficient to write, use firearms, subdue and handcuff suspects. Coordination and explosive strength to run a quarter of a mile and be able to communicate and perform tasks at the end of that distance. Mobility is important to be able to walk distances with coordination and balance in both light and dark environments on uneven, irregular surfaces and steep inclines.
- **Physical Strength:** Must have muscle strength to lift, push, pull and carry heavy objects such as to change a tire, perform search and rescue missions involving climbing, use of rope and lifting and carrying litters injured persons or getting an uncooperative person into the back of a patrol vehicle without assistance. Stamina and balance is necessary to perform such tasks as: walking five miles, running up a flight of stairs, scaling a fence, climbing up and down hill in uneven terrain, walking on icy surfaces. Trunk strength and stamina for repeated activities is necessary.



County of Del Norte
Board of Supervisors
981 "H" Street, Ste. 200
Crescent City, California 95531

Phone
(707) 464-7204

Fax
(707) 464-1165

December 14, 2021

Six Rivers National Forest
Ted McArthur, Forest Supervisor
Transmitted Electronically: ted.mcarthur@usda.gov

Re: Gasquet Ranger District Vacancy

Dear Mr. McArthur:

As you know the National Forest composes the vast majority of the acreage of Del Norte County and, as such the partnership, between our County and the Six Rivers National Forest is highly important to this Board. In recent years we have enjoyed a renewed spirit of partnership and cooperation with the Forest, and in particular the Gasquet Ranger District who administer the Smith River National Recreation Area. Arguably, the most present representative of the Forest Service on local matters with the Board is that of the District Ranger. As such, this Board is keenly interested in the currently vacant District Ranger position.

We understand that the selection of the District Ranger is that of the Forest Supervisor and trust that whatever decision is made will be in the best interest of all, however, in that same spirit of partnership and cooperation we do wish express our desire for whomever is ultimately selected to embody certain experiences and values important to this Board. Namely, prior experience administering National Recreation Areas and implementing successful recreation programs, prior experience administering timber sales on Federal lands, prior experience with utilizing Secure Rural Schools funding and administering the Resource Advisory Committee, a candidate who values preserving public access within the Forest and experience implementing projects that have added to public access opportunities through Travel Management Planning, and lastly a District Ranger who will be available to the Board through regular updates during Board of Supervisors' meetings and various collaborative groups and committees.

We look forward to a continued partnership with the Forest Service on the stewardship of public lands in Del Norte County and look forward to welcoming the new District Ranger to our beautiful County once one is selected. Should you need any further information please do not hesitate to let us know. Thank you for your consideration.

Regards,

Chris Howard
Chairman

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COUNTY OF DEL NORTE
COMMUNITY DEVELOPMENT DEPARTMENT
981 H STREET, SUITE 110
CRESCENT CITY, CA 95531
FAX – (707) 465-0340

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Planning (707) 464-7254	Engineering & Surveying (707) 464-7229	Roads (707) 464-7238	Building Inspection (707) 464-7253	Environmental Health (707) 465-0426	Code Enforcement (707) 464-7254
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DATE: December 4, 2021

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Heidi Kunstal, Director of Community Development *Heidi Kunstal*

SUBJECT: Appoint of a Supplemental Member of the County Airport Land Use Commission

RECOMMENDATION FOR BOARD ACTION: Approve and appoint Ryan Cooley as an additional member with aviation expertise to the Del Norte County Airport Land Use Commission.

SUMMARY: The County Airport Land Use Commission (ALUC) is in need of a supplemental member who has aviation experience as defined by Section 21670(3) of the Public Utilities Code (PUC). Randy Hooper and David Finigan were appointed to the ALUC by the Board of Supervisors in November 2020. In the summer of 2021, Mr. Hooper was hired as the Assistant County Administrative Officer.

The Border Coast Regional Airport Authority (BCRAA) solicited a request to refill Mr. Hooper's position on the ALUC at its November 4, 2021 regular meeting. An application was received from Ryan Cooley, the recently appointed Airport Director for the BCRAA. Subsequently, Mr. Cooley's application was approved by the BCRAA and a request was made to transfer his nomination to the Board of Supervisors for consideration.

County ALUC staff requests that the Board approve and appoint Ryan Cooley as a supplemental member of the County Airport Land Use Commission on behalf of the Del Norte County Board of Supervisors.

DISCUSSION/JUSTIFICATION: State law (PUC §21670(a)(2)) requires that every County in which there is a public use airport shall have established an Airport Land Use Commission. On May 24, 2016, the Board passed a resolution identifying the County Planning commission as the body identified to carry out the responsibilities of the ALUC when supplemented with two members having "aviation expertise". The resolution passed by the Board declares that representatives of BCRAA have expertise in aviation as defined by the PUC.

ALTERNATIVES: Reject the selected appointee to ALUC and direct staff to return with an alternative appointee.

FINANCING: N/A

CHILDREN'S IMPACT STATEMENT:

This section meets 0 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.

- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☐ Communities are safe and provide a high quality of life.
- ☒ No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT: Del Norte County Airport Land Use Commission; Border Coast Regional Airport Authority.

SIGNATURE REQUIRED: None.

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR:
- ☐ COUNTY ADMINISTRATIVE OFFICER:
- ☐ COUNTY COUNSEL:
- ☐ PERSONNEL:
- ☐ OTHER DEPARTMENT:

PRINTING ACCOUNT:

- | | | | |
|----------------------------------------------|---------------|--------------------------------------|---------------|
| <input type="checkbox"/> CDD | 101-260-20221 | <input type="checkbox"/> EH | 101-410-20221 |
| <input type="checkbox"/> CE | 101-416-20221 | <input type="checkbox"/> Building | 101-261-20221 |
| <input checked="" type="checkbox"/> Planning | 101-258-20221 | <input type="checkbox"/> Engineering | 101-183-20221 |
| <input type="checkbox"/> CSA | 307-077-20221 | <input type="checkbox"/> Roads | 102-311-20221 |
| <input type="checkbox"/> Other | _____ | | |

**BORDER COAST REGIONAL AIRPORT AUTHORITY
BOARD OF COMMISSIONERS
DEL NORTE COUNTY STATE OF CALIFORNIA
BOARD ORDER**

The following is a certified copy of a portion of proceedings of the Regular Session meeting of the Border Coast Regional Airport Authority, held on November 4, 2021.

Regular Items:

4. Nominate Ryan Cooley to the Del Norte County Airport Land Use Commission (ALUC) and direct the Clerk of the Board to transmit a request for Mr. Cooley's appointment to the ALUC to the Del Norte County Board of Supervisors.

Action: On a motion by Commissioner Inscore and seconded by Commissioner Howard, the Board nominated Ryan Cooley to the Del Norte County Airport Land Use Commission (ALUC) and directed the Clerk of the Board to transmit a request for Mr. Cooley's appointment to the ALUC to the Del Norte County Board of Supervisors

Motion: Motion to Approve

Move: Commissioner Inscore

Second: Commissioner Howard

Vote Yea: 6

Vote Nay: 0

Vote Abstain: 0

Absent: 2

I, Patty Stanley, Clerk of the Board of Commissioners of the Border Coast Regional Airport Authority do hereby certify the foregoing to be a full, true and correct copy of the original orders made in the above entitled minutes by the said Board of Commissioners at a meeting held in Crescent City, CA on November 4, 2021 and the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Commissioners this 4th day of November, 2021.



PATTY STANLEY, Clerk of the Board of Commissioners
Border Coast Regional Airport Authority



COUNTY OF DEL NORTE APPLICATION FOR APPOINTMENT

To Committee, Board or Commission

PLEASE FILE THIS APPLICATION WITH THE CLERK OF THE BOARD OF SUPERVISORS AT:
DEL NORTE COUNTY BOARD OF SUPERVISORS
981 H STREET, SUITE 200
CRESCENT CITY, CA 95531

NAME OF COMMITTEE/COMMISSION: Airport Land Use Commission

NAME OF APPLICANT: Ryan Cooley
First Last

ADDRESS: 1650 Dale Rupert Road, Suite 100, Crescent City, CA 95531

WORK PHONE: 707-464-7288

HOME PHONE: _____

1. Background experience and interests. Please indicate past volunteer or paid involvement with community, civic, or social groups that pertain to this position. Resumes may be attached to this application:

2. Current employment: Del Norte County, Border Coast Regional Airport Authority

3. Employment experience pertinent to this position (please feel free to attach a resume):

Airport Director, Border Coast Regional Airport Authority

4. Education. Indicate the highest grade level achieved and any schooling that may be pertinent to this position, including any certificates or specialized training:

5. Why are you interested in this position? Please indicated the number of hours per month/week that you can commit to this position:

I am interested in assisting Del Norte County with land use decisions around the County's airports in order to ensure compatibility between aviation and land development. I am available as needed by the ALUC.



COUNTY OF DEL NORTE
COMMUNITY DEVELOPMENT DEPARTMENT
981 H STREET, SUITE 110
CRESCENT CITY, CA 95531
FAX – (707) 465-0340

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Planning (707) 464-7254	Engineering & Surveying (707) 464-7229	Roads (707) 464-7238	Building Inspection (707) 464-7253	Environmental Health (707) 465-0426	Code Enforcement (707) 464-7254
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DATE: December 4, 2021

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors acting as the Board of Directors for the County Service Area No. 1

FROM: Heidi Kunstal, Director of Community Development *Heidi Kunstal*

SUBJECT: County Service Area (CSA No. 1) User Fees

RECOMMENDATION FOR BOARD ACTION: Direct staff to apply to the State Water Resources Control Board for a Technical Assistance Grant to develop a Sewer Rate Study.

SUMMARY/DISCUSSION: In 1976, the County Service Area Assessment District 1 – Bertsch Ocean View (CSA 1, AD1) was formed. In 1978, County Service Area Assessment District 2 – Northcrest (CSA 1, AD2) was formed. In 1996, County Service Area 1 was formed to finance needed improvements and repairs to the sewer infrastructure in the two Assessment Districts. All the assessments are paid in full as of September 2018.

In 1981, the user fees for both Assessment Districts were raised. Fees for AD1 were set at \$6.50 per month per one (1) equivalent dwelling unit (EDU) or \$78/year and fees for AD2 were set at \$6.00 per month per one (1) EDU or \$72.00/year. There have been no fee increases since that time. A separate fee is collected on a monthly basis by the City of Crescent City, as owners of the wastewater treatment plant, for the treatment of the sewer effluent once it enters the City's wastewater collection and treatment system.

The user fees are the main source of revenue for the maintenance and repair of the County's collection system. Through several recent grants, the CSA No. 1 has been able to install a SCADA system at all fifteen of the County's sanitary sewer lift stations (Prop 84) and rehabilitate ten sanitary sewer lift stations (partnership with Elk Valley Rancheria for an Indian Health Services Grant and Prop 84). A third grant (Prop 1) will soon add fixed generators at many of the sanitary sewer lift stations. Over the years, the costs of maintaining the system have increased, while the revenues have remained static. As the system ages further, the costs will increase. In order to maintain, repair and upgrade the system to meet current regulatory standards established by the State, additional revenues must be generated.

The County was recently made aware of a Technical Assistance Grant being offered by the State Water Resources Control Board (SWRCB) that would pay for the preparation of a sewer rate study. The grant would not be awarded to the County but would be administered directly by SWRCB who would contract with the consultant. Outside of the cost of staff working the SWRCB and the selected consultant, there will be no additional cost to the CSA. The City of Crescent City was the recipient of this same grant earlier this year and is working with a consultant hired by the SWRCB to prepare a water and sewer rate study for the City.

Typically, rate studies are conducted every five years in order to evaluate alternative rate structures that would have the ability to provide more stable revenue from year to year. Factors to be considered when preparing a rate study include the current and future cost of providing sewer service in accordance with established and anticipated standards and regulations as well as the age and condition of the sewer collection system and the need to fund long-term capital improvement/replacements. Any proposed rate increase would be subject to the provisions of Proposition 218, which requires certain procedures to be followed with regard to "property-related" fee increases imposed by governmental agencies.

Staff requests direction from the Board to allow the submission of a Request for Technical Assistance to the State Water Resources Control Board for the preparation of a sewer rate study.

ALTERNATIVES: (1) Decline to pursue the grant opportunity which would result in having to seek alternative funds to pay for the study or (2) Table any discussion regarding the preparation of a sewer rate study which will limit the ability of the CSA to provide services and to meet state regulations.

FINANCING: State Water Resources Control Board

CHILDREN'S IMPACT STATEMENT:

This section meets 1 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT: State Water Resources Control Board

SIGNATURE REQUIRED: None.

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR: Honorable Clinton Schaad
- ☐ COUNTY ADMINISTRATIVE OFFICER: Neal Lopez
- ☐ COUNTY COUNSEL:
- ☐ PERSONNEL:
- ☐ OTHER DEPARTMENT:

PRINTING ACCOUNT:

- ☒ CSA 307-077-20221

REQUEST FOR TECHNICAL ASSISTANCE

Instructions: If an item is not relevant or unknown, enter "N/A" or "unknown."

Please e-mail the completed form to: DFA-TARequest@waterboards.ca.gov

Date of Submittal: _____

Name of Requestor: _____

A. Community, System, or School Name:

Public Water System ID No. (if applicable): _____

County: _____

Number of Service Connections: _____

Service Area Population: _____

Type of Organization: ☐ Municipal entity ☐ Private entity (Select one: ☐ nonprofit; ☐ for profit)

☐ Tribe ☐ School/School district/Local education agency ☐ Other: _____

Estimated Median Household Income (MHI): \$ _____

(Source: _____)

Estimated percentage of second or vacant homes: _____

% _____ Service Area Map included ☐

B. Type of TA Need: ☐ Drinking Water ☐ Wastewater ☐ Storm Water ☐ Groundwater

C. Problem: Briefly summarize the problem or the TA needs.

D. Request: Briefly describe the assistance being requested.

Is the regulatory agency (DDW, LPA, Regional Water Board, etc.) supportive of this project?

☐ Yes, name of contact person/agency: _____

☐ No

Is this request associated with a compliance order?

☐ Yes, Compliance Order No.: _____

(attach a copy if available) ☐ No

E. Contact Information: Please provide a contact for correspondence regarding this request.

Name _____

Title/Organization _____

Mailing Address _____

City/State _____

Zip Code _____

Phone Number _____

E-mail Address _____

TA Request Form, updated 06/15/2021

Instructions for Completing “Request for Technical Assistance (TA)”

SECTION A

Community, System, or School Name: Enter the full name of the organization or community needing TA.

Public Water System ID: If the organization is a drinking water system, provide the Public Water System ID. Otherwise, enter “N/A”.

County: Enter the county of the organization needing TA.

Number of Service Connections: Enter the number of active service connections in the service area needing TA.

Service Area Population: Provide the population of the service area needing TA.

Type of Organization: Check the box that best describes the type of organization in need of the TA.

Estimated Median Household Income (MHI): Enter the estimated MHI for households within the service area, if known. The only MHI sources accepted by the State Water Board are (1) 5-years American Community Survey (ACS) data and (2) income surveys previously validated by the State Water Board. If the organization needing TA is a school, enter “N/A.”

Estimated percentage of second or vacant homes: Estimate the percentage of homes within the service area which are occupied for less than six (6) months of a year.

Service Area Map: Provide a copy of the service area map for system.

SECTION B

Type of TA Need: Check the box indicating the type of TA need being requested. Requests for more than one type of TA need should be submitted on separated forms.

SECTION C

Problem: Describe the problems/needs of the system, such as water quality issue, water supply shortage, capital improvement needs, etc.

SECTION D

Request: Describe the TA being requested. Examples of TA provided include:

- Funding application
- Income survey
- Leak detection
- Community outreach
- Rate study
- Legal assistance
- Engineering services
- Environmental services
- Hydrogeological analysis

Is the regulatory agency supportive of this project? Indicate if the request has been discussed with someone from a regulatory agency, such as the Regional Water Board, the Division of Drinking Water, or the Local Primacy Agency. If yes, provide the names of the primary contact person and the agency.

Is this request associated with a compliance order? Indicate if TA is being requested to address a compliance order. If yes, enter the compliance order number. Attach a copy of the compliance order when submitting the request.

SECTION E

Contact Information: Provide a contact for follow up correspondence from the State Water Board.

SUBMISSION:

Please email completed forms to: DFA-TARequest@waterboards.ca.gov. On the e-mail subject line, include the name of the organization that will be the TA recipient. You are encouraged to submit any supporting documentation demonstrating the TA needs. Examples include copies of compliance order, sanitary survey, water system’s maintenance logs, etc. All supporting documentation may be submitted as attachments when e-mailing the request form.



Phone
(707) 464-7255

County of Del Norte County
Office of Emergency Services
981 "H" Street, Ste. 240
Crescent City, California 95531

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Fax
(707) 464-1165

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Neal Lopez, County Administrative Officer

SUBJECT: Office of Emergency Services (OES) requests an amendment to Del Norte County Agreement with Del Norte Ambulance No. 2021-075 for Hospital Preparedness Program Grant Subaward Funding.

RECOMMENDATION FOR BOARD ACTION:

Approve the First Amendment to the Agreement for Hospital Preparedness Program Grant Cooperative Agreement for Subaward Funding with Del Norte Ambulance (Del Norte County Agreement No. 2021-075) and authorize the County Administrative Officer to sign the agreement as requested by the County Administrative Officer.

DISCUSSION/JUSTIFICATION:

Del Norte County Agreement 2021-075 funds the purchase of an Oxygen Generating System using Hospital Preparedness Program Supplemental funds. This First Amendment to the Agreement for Hospital Preparedness Program Grant Cooperative Agreement for Subaward Funding updates the end date and cost of the project. This project was originally scheduled to end 6/30/2021 and the original cost was not to exceed \$100,000. This amendment is requested to allow enough time for the project to be completed. The new end date will be 12/31/2021 and the new cost will be reduced to not exceed \$86,941.15.

Commercial size medical oxygen generation systems provide the ability to make oxygen and fill cylinders quickly and efficiently to support first responders (including EMS and fire) along with hospitals, clinics, nursing homes, and veterinary centers. Currently, our local agencies rely on oxygen supply chains from out-of-county. This is a concern as the very disasters which may increase our need for oxygen could create supply chain disturbances through landslides or other impacts to transportation routes. The potential need for an increased draw on oxygen supplies within the county was highlighted during the COVID19 response.

The County received supplemental Hospital Preparedness Program funding in FY20 due

to COVID19. These HPP COVID funds allow the purchase of medical oxygen generation systems. HPP funding allocations in Del Norte County may be requested by members of the Redwood Coast Healthcare Coalition.

Del Norte Ambulance, a member of the Redwood Coast Healthcare Coalition, requested funding to purchase a medical oxygen generation system to replace the defunct system that used to support in-county needs. They have agreed to host and maintain the equipment, as well as to provide oxygen free of charge to all first responder agencies within the county.

ALTERNATIVE:

Reject the Amendment

FINANCING:

These funds have been allocated through California Department of Public Health. A budget transfer is not necessary as the funds are accounted for in the current fiscal year budget.


CHILDREN'S IMPACT STATEMENT:

This section meets 2 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

SIGNATURE REQUIRED:

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR
- ☒ COUNTY ADMINISTRATIVE OFFICER 
- ☐ ASSISTANT COUNTY ADMINISTRATIVE OFFICER
- ☒ COUNTY COUNSEL

☐ PERSONNEL

☐ OTHER DEPARTMENT

**FIRST AMENDMENT TO AGREEMENT FOR HOSPITAL PREPAREDNESS
PROGRAM GRANT COOPERATIVE AGREEMENT FOR SUBAWARD FUNDING**

This First Amendment to Agreement for Hospital Preparedness Program Grant Cooperative Agreement for Subaward Funding (Del Norte County Agreement No. 2021-075) is entered into by and between the County of Del Norte, a legal subdivision of the State of California ("the County"), and Del Norte Ambulance "SUBRECIPIENT".

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree to amend their Agreement as follows:

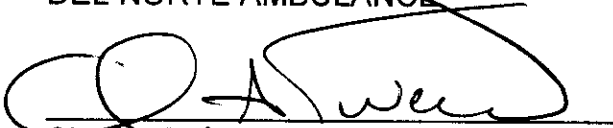
1. Paragraph 3 is amended to read as follows 3. TERM. The term of the Agreement shall be from 4/30/2021 to 12/31/2021.
2. Paragraph 4 is amended to read as follows. 4. PAYMENT. COUNTY shall pay SUBRECIPIENT actual cost of services provided not to exceed eighty six thousand nine hundred forty one dollars and fifteen cents (\$86,941.15). for the term of this agreement as specified in Attachment B, (budget document) which is incorporated into this agreement by reference.
3. Attachment B is amended (attached).
4. All other terms, covenants and conditions of the Agreement between County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

COUNTY OF DEL NORTE

Neal Lopez
County Administrative Officer


DEL NORTE AMBULANCE


Charles Tweed
Operations Manager

ATTEST:

Kylie Goughnour
Clerk of the Board

APPROVED AS TO FORM:



County Counsel

ATTACHMENT B

County of Del Norte
Office of Emergency Services
HPP-S Grant
CFDA # 93.889 & FAIN U3REP190564

Del Norte Ambulance

4/30/2021 to 12/31/2021

Equipment Purchase and Installation	Quantity	Unit Price	Total
Medical Oxygen Generating System	1	Up to \$86,941.15	\$86,941.15
Total			\$86,941.15



Phone
(707) 464-7214

County of Del Norte County
County Administrative Office
981 "H" Street, Ste. 210
Crescent City, California 95531

Fax
(707) 464-1165

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors
FROM: Neal Lopez, County Administrative Officer
SUBJECT: Cooperative agreement for subaward Homeland Security Grant Program (HSGP) funding between the Office of Emergency Services and the Smith River Fire Protection District

RECOMMENDATION FOR BOARD ACTION:

Approve the Cooperative Agreement for Subaward funding to be signed by the Board Chair, Chris Howard, as requested by the County Administrative Officer

DISCUSSION/JUSTIFICATION:

The Homeland Security Grant Program (HSGP) is a federal grant that assists in preventing, protecting against, mitigating, responding to and recovering from acts of terrorism and other threats. The "Body of Seven" is an authorized body in the operational area (Del Norte County) that reviews the grant requests and chooses the projects that will best support Del Norte County. The authorized body is made up of the County Public Health Officer, County Fire Chief, Municipal Fire Chief, County Sheriff, Chief of Police, and 2 additional members chosen to represent community response groups and additional response agencies.

This subaward agreement will provide up to \$20,000 of HSGP 2020 grant funds to the Smith River Fire Protection District for an additional repeater to close communication gaps experienced by first responders (law/fire/ems) within portions of the operational area to improve operational coordination during response to all hazards.

ALTERNATIVE:

Reject the subaward agreement.

FINANCING:

This project is funded with the HSGP FY20 grant and is accounted for the in existing

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County Budget. No general funds are needed.


CHILDREN'S IMPACT STATEMENT:

This section meets 1 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

SIGNATURE REQUIRED: Chairman, Board of Supervisors

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR
- ☒ COUNTY ADMINISTRATIVE OFFICER 
- ☐ ASSISTANT COUNTY ADMINISTRATIVE OFFICER
- ☒ COUNTY COUNSEL
- ☐ PERSONNEL
- ☐ OTHER DEPARTMENT

**HOMELAND SECURITY GRANT PROGRAM
(CFDA #97.067 & FAIN #EMW-2020-SS-00095)
COOPERATIVE AGREEMENT FOR
SUBAWARD FUNDING**

This Cooperative Agreement for Homeward Security Grant Program (HSGP) Subaward Funding ("Agreement") is made as of the Agreement Date set forth below by and between the County of Del Norte, a political subdivision of the State of California (the "COUNTY"), and the Smith River Fire Protection District (the "SUBRECIPIENT").

RECITALS

WHEREAS, on April 1, 2021 the COUNTY was awarded FY 2020 Homeland Security Grant Program (HSGP) funding by the Department of Homeland Security through Cal OES; and

WHEREAS, this grant assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism; and

WHEREAS, this cooperative Agreement will provide funding for Smith River Fire Protection District to provide an additional repeater to close communication gaps experienced by first responders (law/fire/ems) within portions of the operational area to improve operational coordination during response to all hazard (including terrorist) incident; and

WHEREAS, this sub-award is not a Research and Development Grant; and

NOW, THEREFORE, in consideration of the Services to be rendered and the sums to be paid therefore, and each and every covenant and condition contained herein, the parties agree as follows:

1. **IDENTIFICATION OF SUBRECIPIENT.** The name, address, and phone number of SUBRECIPIENT are: Smith River Fire Protection District, 245 N Haight Avenue, Smith River CA 95567, (707) 487-5621. SUBRECIPIENT's federal identification number is 68-0284222.
2. **SERVICES.** The Services provided by SUBRECIPIENT consist of those described in Attachment A. SUBRECIPIENT shall also make such reports and provide such information to the COUNTY as requested.
3. **TERM.** The term of this Agreement shall be from September 1, 2021 to December 31, 2022.
4. **PAYMENT.** COUNTY shall pay SUBRECIPIENT actual cost of services provided not to exceed twenty thousand dollars and no cents (\$20,000.00) for the term of this Agreement as

specified in Attachment B (budget document), which is incorporated into this Agreement by reference.

After completion of services, SUBRECIPIENT shall submit requests for payment no later than the tenth (10th) day of the month following the provision of Services utilizing an invoice format such as the one described in Attachment C. **A final invoice for Services must be received by the COUNTY no later than 5:00 p.m., ten (10) business days prior to the ending date of the Agreement or thirty (30) days after receipt of equipment or Services, whichever is sooner.** Requests for payment shall include back-up documentation detailing Services provided or equipment purchased and shall be directed to the following address:

County of Del Norte
Office of Emergency Services
981 H Street, Suite 210
Crescent City, CA 95531

COUNTY shall not pay SUBRECIPIENT for meals, lodging or other travel costs not included in this Agreement, unless such costs are approved in advance by the COUNTY representative who executed this Agreement, or his/her designated representative. If the COUNTY pays SUBRECIPIENT for meals, lodging or other travel costs, COUNTY shall pay COUNTY's per diem rates in effect on the dates such costs were incurred by SUBRECIPIENT. Services performed by SUBRECIPIENT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional Services shall be made to SUBRECIPIENT by COUNTY if, and only if, this Agreement is amended by both parties in advance of performance of any additional Services.

5. FACILITIES. SUBRECIPIENT shall at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement.

6. DESIGNATED REPRESENTATIVES. Neal Lopez, County Administrative Officer, is the representative of the COUNTY and will administer this Agreement for the COUNTY. Geoff Antill, Smith River Fire Department, is the authorized representative for the SUBRECIPIENT.

7. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, SUBRECIPIENT shall be responsible for its own operating costs and expenses, property and income taxes, worker's compensation insurance, and any other costs and expenses in connection with the performance of Services under this Agreement. SUBRECIPIENT agrees that it shall not be an employee of the COUNTY. COUNTY shall not have the right to control the means by which SUBRECIPIENT accomplishes Services rendered pursuant to this Agreement.

8. LICENSES, PERMITS, ETC. SUBRECIPIENT represents and warrants to COUNTY that it has all licenses, permits, qualifications and approvals legally required for

SUBRECIPIENT to practice its profession, and to provide the Services specified in this Agreement. If at any time SUBRECIPIENT ceases to have the licenses, permits, qualifications or approvals required, SUBRECIPIENT will immediately notify COUNTY and this Agreement may be terminated at COUNTY's sole discretion. SUBRECIPIENT agrees to fill out and comply with attached Assurance of Compliance hereto referred as Attachment E.

9. INDEMNITY. To the fullest extent permitted by law, SUBRECIPIENT shall indemnify, defend, protect and hold harmless COUNTY from and against any and all Liabilities of every kind and nature whatsoever which may arise from or in any manner related to (directly or indirectly) this Agreement, or as the result of any cause whatsoever. To that end, SUBRECIPIENT's insurance shall be primary to that of the COUNTY.

Without limiting SUBRECIPIENT's obligation to indemnify COUNTY upon COUNTY's request, SUBRECIPIENT shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the COUNTY at SUBRECIPIENT's sole cost, COUNTY from and against all Liabilities, paid, incurred or suffered by, or asserted against COUNTY in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, regardless of the nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the SUBRECIPIENT or SUBRECIPIENT's Related Parties, or any of SUBRECIPIENT's, or SUBRECIPIENT's Related Parties', Activities.

10. INCORPORATION. All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Services
- Attachment B – Budget
- Attachment C – Invoice
- Attachment D – Assurance of Compliance
- Attachment E – Grants Monitoring Policies and Procedures Manual

11. STANDARD OF PERFORMANCE. SUBRECIPIENT shall perform all Services required pursuant to this Agreement in the manner, and according to the standards observed by competent practitioners of the profession in which SUBRECIPIENT is engaged and for which this Agreement is made.

12. TERMINATION, SUSPENSION, CONDITIONS. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the SUBRECIPIENT specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

If, due to any cause, the SUBRECIPIENT fails to comply with the terms, conditions or requirements of this Agreement, the COUNTY may terminate or suspend this Agreement by

giving written notice of the same and specifying the effective date of termination or suspension at least ten (10) days prior to such action. In the case of Agreement violations by the SUBRECIPIENT, the COUNTY may request that all or some of the grant funds be returned even if the SUBRECIPIENT has expended the funds. This request must be made in writing. The SUBRECIPIENT agrees to return such funds as requested by the COUNTY within thirty (30) days of receipt of the written request.

13. CONFLICT OF INTEREST. The SUBRECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of the subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family, business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. B. Definitions: if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

14. NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":	County of Del Norte Neal Lopez, County Administrative Officer 981 H Street, Suite 210 Crescent City, CA 95531
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If to "SUBRECIPIENT":	Smith River Fire Protection District Elaine Fallgren, Board Chair PO BOX 187 Smith River, CA 95567
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15. FINANCIAL RECORDS AND AUDITS. SUBRECIPIENT shall maintain at SUBRECIPIENT's office or other place acceptable to COUNTY, full and complete accounting

books and records, or copies thereof, prepared in accordance with generally accepted accounting principles, reflecting its revenues and expenses in fulfilling its performance obligations. The COUNTY may also monitor the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes and regulations, and in compliance with the terms and conditions of the Federal Award.

16. RIGHT TO SUBSTANTIATION. COUNTY reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, SUBRECIPIENT shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries shall be produced for COUNTY as requested. The SUBRECIPIENT shall permit the COUNTY and outside auditors contracted by the COUNTY to have access to the SUBRECIPIENT's records and financial statements as necessary.

17. AGREEMENT ENFORCEMENT.

17.1 ASSURANCE OF PERFORMANCE. COUNTY may, at its option and in addition to all other remedies it may have, demand from SUBRECIPIENT reasonable assurances of timely and full performance hereunder, if:

17.1.1 SUBRECIPIENT is the subject of any labor unrest specifically targeted to its performance obligations under this Agreement (including work stoppage or slowdown, sick-out, picketing or other concerted job action); or

17.1.2 Is unable to regularly pay its bills as they become due; or

17.1.3 Is the subject of a final, non-appealable civil judgment over ten thousand dollars, (\$10,000.00) or a criminal judgment or order entered by a federal, state, regional or local agency for violation of an environmental or tax law; or

17.1.4 COUNTY believes in good faith that SUBRECIPIENT's ability to timely and fully perform performance obligations has thereby been placed in substantial jeopardy.

17.2 If SUBRECIPIENT fails or refuses to provide such reasonable assurances within ten (10) days' notice by COUNTY such failure or refusal shall constitute a SUBRECIPIENT Event of Default.

18. EVENTS OF BREACH.

18.1 RIGHT TO SETOFF. COUNTY shall have the right to reduce payment to SUBRECIPIENT for valid setoffs. Valid setoffs shall include:

18.1.1 The cost to correct defective work which has not been remedied by the SUBRECIPIENT; or

18.1.2 Costs resulting from default by SUBRECIPIENT on any other term or condition of this Agreement; or

18.1.3 Employee related expenses imposed upon COUNTY as a result of SUBRECIPIENT's rendition of Services under this Agreement.

18.2 SUBRECIPIENT'S DUTY OF NOTICE ON DEFAULT. Promptly on discovery of an Event of Default under this Agreement, SUBRECIPIENT shall deliver telephone notice to COUNTY (confirmed within three (3) calendar days by written notice from SUBRECIPIENT); describing the event and all action SUBRECIPIENT proposes to take with respect to such event.

18.3 COUNTY'S RIGHT TO CURE. If SUBRECIPIENT fails to perform any obligation contained in this Agreement, COUNTY may itself perform, or cause the performance of, such Agreement or obligation. In that event, SUBRECIPIENT will, on demand, reimburse COUNTY for all such expenditures, and shall pay COUNTY interest on the amount of such expenditures from the date of such expenditure until full reimbursement at ten percent (10%) per annum. The performance of any act or payment by COUNTY as provided in this Agreement shall not be deemed a waiver or release of any obligation or default or the part of SUBRECIPIENT.

19. EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default hereunder:

19.1 Either party fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by it.

19.2 Any representation or disclosure made to COUNTY by SUBRECIPIENT in connection with, or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made or bring down thereof, whether or not any such representation or disclosure appears as part of this Agreement or SUBRECIPIENT knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports hereunder.

19.3 SUBRECIPIENT or COUNTY fails to pay any amount due under this Agreement.

19.4 Either party informs the other party of its intention not to perform or observe a term or provision of this Agreement.

19.5 Either party fails to provide reasonable assurances of performance.

19.6 There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of SUBRECIPIENT, including without limit its vehicles and equipment, maintenance or office facilities, or any part thereof of such proportion as to impair SUBRECIPIENT's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and COUNTY Holidays.

19.7 SUBRECIPIENT files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to SUBRECIPIENT or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of SUBRECIPIENT for a part of SUBRECIPIENT's operating assets or any substantial part of SUBRECIPIENT's property, or shall make any general assignment for the benefit of SUBRECIPIENT's creditors, or shall fail generally to pay SUBRECIPIENT's debts as they become due.

19.8 Any court having jurisdiction enters a decree or order for relief in respect to SUBRECIPIENT, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or SUBRECIPIENT shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of SUBRECIPIENT or for any part of SUBRECIPIENT's operating equipment or assets, or order the winding up or liquidation of the affairs of SUBRECIPIENT;

19.9 Notice of violation, or official communication from those regulatory agencies regulating activities to be performed under this Agreement, including traffic or transportation-related citations, and OSHA inspections.

19.10 Lapse of any insurance required under this Agreement.

19.11 If SUBRECIPIENT fails to satisfy conditions in accordance with this Agreement and such conditions are not waived by the COUNTY.

20. EXCUSE FROM PERFORMANCE.

20.1 The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of: floods, earthquakes, tsunamis, other "acts of God", war, civil insurrection, riots, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to: strike, work

stoppage or slowdown, sickout, picketing, or other concerted job action conducted by SUBRECIPIENT's employees or directed at SUBRECIPIENT is not an excuse from performance and SUBRECIPIENT shall be obligated to continue to provide Services, notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action directed at a third party over whom SUBRECIPIENT has no control, the inability of SUBRECIPIENT to provide Agreement Services due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of SUBRECIPIENT's employees while providing Agreement Services to minimize any confrontation with pickets shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on SUBRECIPIENT's cooperation in providing Services at different times.

20.2 The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Notwithstanding, SUBRECIPIENT in the event of a catastrophic event shall comply with COUNTY's Emergency Preparedness Plan.

20.3 In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

20.4 The partial or complete interruption or discontinuance of SUBRECIPIENT's Services caused by one or more of the events described in this Section and constituting an excuse from performance shall not constitute an Event of Default by SUBRECIPIENT under this Agreement. Notwithstanding the foregoing, however, the existence of an excuse from performance shall not affect COUNTY's Right to Perform Upon Default; and if SUBRECIPIENT is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third party labor disputes where Service cannot be provided for reasons described earlier in this Section, COUNTY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

21. REMEDIES UPON DEFAULT.

21.1 Upon occurrence of a SUBRECIPIENT Event of Default, COUNTY shall have the following rights:

21.1.1 COUNTY's Right to Perform Upon Default. In addition to any and all other legal or equitable remedies, in the event that SUBRECIPIENT, for any reason whatsoever, fails, refuses or is unable to perform Services which it is required by the Agreement to perform, at the time and in the manner provided in this Agreement, then COUNTY shall have the right, but not the obligation, to cause to be performed such Services with other personnel.

21.1.2 Right to Terminate Upon Default. COUNTY shall have the right to terminate this Agreement without need for any hearing, suit or legal action. SUBRECIPIENT shall forfeit any performance bond to COUNTY as liquidated damages upon such termination.

21.1.3 Right to Suspend the Agreement. COUNTY shall have the right to suspend the Agreement, at the COUNTY's option, perform SUBRECIPIENT's obligations.

21.1.4 All Other Available Remedies. COUNTY shall have the right to exercise its remedies in accordance with this Agreement and any other available remedies at law and in equity, including specific performance.

21.2 COUNTY's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which COUNTY may have under law or as otherwise provided in this Agreement.

21.3 By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality Service, the lead time required to effect alternative Service, and the rights granted by COUNTY to SUBRECIPIENT, the remedy of damages for a breach hereof by SUBRECIPIENT is inadequate and COUNTY shall be entitled to injunctive relief.

21.4 In the event either party is entitled to recover damages for breach of this Agreement, the damages shall bear interest at a rate equal to the statutory amount of ten percent (10%) for private parties and seven percent (7%) if against a governmental entity, commencing on the date of breach.

22. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS.

22.1 The COUNTY's obligation under this Agreement is subject to the availability of authorized funds. The COUNTY may terminate the Agreement, or any part of the Agreement work, without prejudice to any right or remedy of the COUNTY, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent Amendment, the COUNTY may, upon written notice to the SUBRECIPIENT, terminate this Agreement in whole or in part.

22.2 Payment shall not exceed the amount allowable for appropriation by the COUNTY Board of Supervisors. If the Agreement is terminated for non-appropriation, the COUNTY will be liable only for payment in accordance with the terms of this Agreement for Services rendered prior to the effective date of termination; and SUBRECIPIENT shall be released from any obligation to provide further Services pursuant to this Agreement that are affected by the termination.

22.3 Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the COUNTY Board of Supervisors of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, this Agreement will terminate at the close of the current Appropriation Year.

22.4 This Agreement is void and unenforceable if all or part of federal or State funds applicable to this Agreement are not available to COUNTY. If applicable funding is reduced, COUNTY may either: cancel this Agreement or, offer an Agreement Amendment reflecting the reduced funding.

23. WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

24. ATTORNEY'S FEES. If any action at law or in equity, excepting an action for declaratory relief, is brought to enforce provisions of this Agreement by reason of the alleged failure of the other party to perform or keep any provision of this Agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by COUNTY) which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

25. COMPLIANCE WITH LAWS. SUBRECIPIENT's Services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the Department of Health and Human Services (DHHS), the COUNTY, the State of California, and the United States government. SUBRECIPIENT agrees to indemnify COUNTY against any damages, expenses, or price reductions under this Agreement resulting from SUBRECIPIENT's or SUBRECIPIENT's lower-tier subcontractor's failure to comply with the above laws and regulations.

26. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. COUNTY and SUBRECIPIENT recognize and acknowledge that SUBRECIPIENT is

hereunder employed in a position where SUBRECIPIENT will be rendering Services of a special, unique, unusual and extraordinary character requiring extraordinary ingenuity and effort by SUBRECIPIENT. The parties hereto recognize that a substantial inducement to COUNTY for entering into this Agreement is the reputation, experience, and competence of SUBRECIPIENT. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the SUBRECIPIENT's duties be delegated, without the express written consent of the COUNTY. Any attempt to assign or delegate this Agreement without the express written consent of COUNTY shall be void and of no force or effect. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. SUBRECIPIENT shall provide qualifications of assignees for review by COUNTY, which will not unreasonably withhold consent. SUBRECIPIENT shall not subcontract any portion of the work to be performed without the prior written authorization of COUNTY. If COUNTY consents to said subcontract, SUBRECIPIENT shall be fully responsible to COUNTY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. JURISDICTION. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Del Norte or the U.S. District Court, California Northern District, and SUBRECIPIENT hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

28. ENVIRONMENTALLY PREFERRED PRODUCTS POLICY

D.45.1 It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and SUBRECIPIENTS shall specify and utilize these products whenever practical.

29. INSURANCE. Without limiting the SUBRECIPIENT's indemnification of the COUNTY, SUBRECIPIENT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. If SUBRECIPIENT maintains broader coverage and/or higher limits than the minimums required in this Agreement, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. For any claims related to this Agreement, SUBRECIPIENT's insurance coverage shall be primary coverage in respect to the COUNTY, its officers,

officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY shall be excess of the SUBRECIPIENT's insurance and shall not contribute with it. Failure to comply with the insurance requirements shall place SUBRECIPIENT in default.

Workers' Compensation and Employer's Liability Insurance: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Workers' Compensation and Employer's Liability Insurance is not required if the SUBRECIPIENT provides the COUNTY with written verification it has no employees.

General Liability Insurance: coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than two million dollars (\$2,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. COUNTY, its officers, agents, and employees shall be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT.

Automobile Liability Insurance: covering any auto (Code 1), or if SUBRECIPIENT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than one million dollars (\$1,000,000.00) per accident for bodily injury and property damage.

SUBRECIPIENT shall furnish the COUNTY with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY at least thirty (30) days prior to the policy's termination date. In the event the SUBRECIPIENT is not able to comply with the COUNTY's insurance requirements, COUNTY may, at their sole discretion and at the SUBRECIPIENT's expense, provide compliant coverage.

The SUBRECIPIENT shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

30. SUBRECIPIENTS AND SUBCONTRACTORS. The SUBRECIPIENT shall not enter into any contract, written or oral, with any subrecipient in the performance of this Agreement without prior determination by COUNTY of the subrecipient's eligibility. A subrecipient or subcontractor is not eligible to receive grant funds if the SUBRECIPIENT is not licensed in good standing in California, or is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible subrecipient s.

The agreement between the SUBRECIPIENT and any subrecipient will require the subrecipient or its subcontractors, if any, to:

- ◆ Perform the grant activity in accordance with federal, state, and local housing and building codes as are applicable.
- ◆ Comply with applicable state and federal requirements described in Exhibits D and E of this Agreement which pertain to, among other things, labor standards, non-discrimination, Americans with disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
- ◆ Maintain at least minimum state-required Workers' Compensation Insurance for those employees who will perform the grant activity or any part of it.
- ◆ Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by COUNTY which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the subrecipient or any subcontractor in performing the grant activity or any part of it.
- ◆ Retain all books, accounts, documentation, and all other materials relevant to the agreement for a period of four (4) years from the date of termination of the agreement, or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- ◆ Permit the COUNTY, state, federal government, Bureau of State Audits, California Governor's Office of Emergency Services, Department of Homeland Security and/or their representatives upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining the materials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2021.

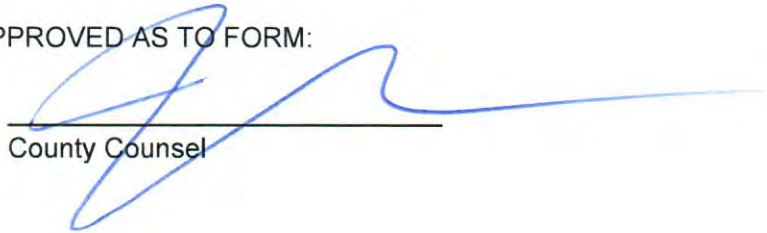
"COUNTY"
County of Del Norte

"SUBRECIPIENT"
Smith River Fire Protection District

By: _____
Chris Howard
Chair, Board of Supervisors

By: _____
Elaine Fallgren
Board Chair

APPROVED AS TO FORM:



County Counsel

ATTACHMENT A

SCOPE OF SERVICES

- SUBRECIPIENT shall purchase equipment and training set forth in Attachment B and utilize such equipment and training at the Smith River Fire Protection District for the purpose of response to emergency situations and to support state and local efforts to prevent terrorism and other catastrophic events.
- SUBRECIPIENT shall deploy or otherwise make available equipment set forth in Attachment B in the event of an all hazard disaster.
- SUBRECIPIENT is solely responsible for the service and maintenance of equipment and supplies provided under this Agreement.
- The equipment and supplies granted shall be considered the property of SUBRECIPIENT. SUBRECIPIENT shall maintain and administer a sound business program for ensuring the proper use, protection, insurance and preservation of the equipment granted under this Agreement. SUBRECIPIENT may not sell, transfer or otherwise dispose of any equipment or supplies granted under this Agreement without prior approval by COUNTY. SUBRECIPIENT shall take reasonable steps to ensure that all equipment and supplies granted under this agreement are made available for use pursuant to a bonafide request for mutual-aid or interagency disaster assistance.
- This Agreement is subject to the requirements of the Homeland Security Grant Program Agreement between the California Office of Emergency Services (CalOES) and the COUNTY for budget period 9/1/2020 to 5/31/2023. SUBRECIPIENT is required to comply with all applicable requirements of the Recipient Subgrant found in the California Supplement to the Federal Notice of Funding Opportunity for the Fiscal Year 2020 Homeland Security Grant Program. Those terms or conditions which CalOES requires the County to impose on its SUBRECIPIENTS are hereby imposed on SUBRECIPIENT. If there is any conflict between this Agreement and the Homeland Security Grant Program, the requirements of the Homeland Security Grant Program Agreement shall control.
- SUBRECIPIENT is required to comply with the Standard Assurances for Cal OES Federal Grant Programs as set forth by Attachment D of this agreement. A signed receipt of the Standard Assurances must be submitted with the Agreement.
- SUBRECIPIENT will obtain three quotes for equipment and services prior to purchase. If three quotes cannot be obtained the SUBRECIPIENT will document this. The subrecipient will use the lowest price option that meets the needs of the SUBRECIPIENT.

- SUBRECIPIENT will provide copies of the quotes obtained, copies of the invoices from the purchase and copies of proof of payment with the Invoice for payment (Attachment C).
- SUBRECIPIENT will track equipment purchased with grant funds and provide identification tag numbers, serial numbers or other form of tracking for equipment purchased. The SUBRECIPIENT may obtain a tracking sticker from County of Del Norte Office of Emergency Services if another tracking method is not available.
- SUBRECIPIENT will comply with annual equipment inventory requests from the COUNTY. Requested inventory information will be returned within ten (10) days. The COUNTY may inventory items in person with reasonable notice.
- SUBRECIPIENT will comply with Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) FEMA Policy #405-143-1. The policy is available at https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

ATTACHMENT B

County of Del Norte
Office of Emergency Services
Homeland Security Grant Program
CFDA # 97.067

Smith River Fire Protection District

September 1, 2021 to December 31, 2022

Description	Quantity	Unit Price	Total
Consultant to that will provide the repeater specifications, parts cost and labor estimate in a written format	1	\$ 10,000.00	\$ 10,000.00
Cal-OES Permit fee for desired repeater location	1	\$ 3,500.00	\$ 3,500.00
Repeater Equipment and Installation	1	\$ 6,500.00	\$ 6,500.00
Total			\$20,000.00

ATTACHMENT C
Invoice

PARTNER NAME
PARTNER ADDRESS
PARTNER CITY, STATE, ZIP
PARTNER PHONE

INVOICE

Invoice No: _____
Date: _____

To:

**County of Del Norte
Administration**

981 H Street, Suite 210

Crescent City, CA 95531

Phone: (707) 464-7214 Fax: (707) 465-1470

Expenditure Description	Vendor's Name	Date Paid	Check/Invoice Number	Total Amount Paid
Total Amount Expended				

Total Amount Invoiced (1/2 Total Amount Expended)

Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required;
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, the Applicant agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the Federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213) ;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. SS 290 dd-2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. S 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without

- elevators)-be designed and constructed with certain accessible features (See 24 C.F.R. S 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000- 15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. S 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. S 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 1 1988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 1 1990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. SS1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. SS7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. S 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to S 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in Federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents

related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §3729-3733 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. S2409, 41 U.S.C. 54712, and 10 U.S.C. 52324, 41 U.S.C. S4304 and S4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. S 3145 and 18 U.S.C. S 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. SS 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. S 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 9469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. S 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. S 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. SS 8301 - 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

26. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. SS 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

27. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

28. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. S 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

29. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

30. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. S 41 102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. S 401 18) and the

interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision 8-138942.

31. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. 92225a.

32. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

33. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. S 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. S 401.14.

34. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

35. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

36. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds 910,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

37. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

38. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2020, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Partner Name: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

ATTACHMENT E
SCOPE OF SERVICES

**COUNTY OF DEL NORTE OFFICE
OF EMERGENCY SERVICES
GRANTS MONITORING**

POLICIES & PROCEDURES MANUAL
March 2021

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Approved and Adopted as an official procedure for Del Norte County Office of Emergency Services:



Neal Lopez, Director of OES

Date: 05-13-21
Date

MONITORING PROGRAM OVERVIEW

Federal grants are subject to federal, state, and local government administrative requirements, cost principles, and audit requirements. The County of Del Norte Office of Emergency Services (DNCO OES) ensures that grants are managed appropriately using a risk-based compliance assessment model and by performing analytical and financial compliance reviews.

Grants Monitoring is comprised of monitors that assist Subrecipients to ensure compliance with applicable regulations, laws, and Grant Subaward provisions.

Items that monitors examine include:

- Organization operations
- Internal and management controls
- Policies and procedures
- Financial reports
- Grant Subaward-related activities and expenditures

High-risk Subrecipients are identified through the annual risk assessment further discussed below. Monitoring reviews are used to provide technical assistance and trainings for Subrecipients to enable the Subrecipients to maintain funding and follow the applicable rules and regulations.

There are four key components the DNCO OES monitoring program model ensures:

1. Subrecipients are monitored during the term of the Grant Subaward;
2. Monitoring efforts focus on the areas of most significant risk;
3. All monitoring findings are addressed through appropriate corrective actions; and
4. Ongoing financial and administrative training and technical assistance is provided to Subrecipients to enable them to comply with Grant Subaward requirements and maintain their funding.

DNCO OES uses the following methods to monitor Subrecipient risk:

- Day-to-Day communication: OES and/or County administrative personnel (“Monitors”) maintain ongoing communication with Subrecipients to provide programmatic guidance and review reimbursement requests.
- Limited Scope Desk and Field Compliance Reviews: Limited scope reviews allow the Subrecipients to make certain assertions regarding various aspects of their operations, or provide Monitors an opportunity to verify the eligibility of expenditures charged to the Grant

Subaward/s. These reviews consist of, but are not limited to, the following:

- Targeted compliance questionnaire reviews and follow-up corrective action, if required;
- Payment reviews of invoices and other documents supporting a reimbursement claimed by and made to the Subrecipient;
- Review most recent Independent Audit Report(s);
- Field inspection to verify equipment purchases and test equipment management practices; and
- Follow-up virtual and/or site visit(s) to verify implementation of required corrective action.

The scope of the review can be expanded if needed.

- Technical Assistance Services: To ensure Subrecipients are educated regarding Grant Subaward requirements, high-risk problem areas are identified and tracked through the monitoring process and serve as the basis to plan and formulate technical assistance and training for Subrecipients. Monitors provide technical assistance through training (either group or one-on-one), web publications and resources and through the provision of the Subrecipient self-assessment tools. Subrecipients are also supplied information about training opportunities provided by Cal OES and FEMA.

COMPLIANCE MONITORING PLAN / RISK ASSESSMENT

The Annual Compliance Monitoring Plan identifies the proposed Subrecipients eligible for a compliance review for the year. The Annual Compliance Monitoring Plan is developed based on the annual risk assessment. The Plan is developed on a fiscal year basis beginning in July and ending in June of the following year.

Risk Factor Analysis and Monitoring Selection

An accurate risk assessment is critical to the success of the DNCO OES's compliance review efforts. DNCO OES Subrecipients are weighted using the risk factors and scores to identify potential problems before they occur so that risk-handling activities may be planned to mitigate adverse impact on the results. Although Subrecipients identified as high risk are the main objective of the Monitors, medium and low-risk Subrecipients can be selected for a monitoring visit. Medium and low-risk Subrecipients may be monitored based on anonymous tips, requests from Subrecipients, or management directive/County discretion.

Risk Assessment Process

1. Obtain a list of all Subrecipients and associated grants from the FMFWs from the prior 3 years.
2. Filter by Subrecipient to show all grants the Subrecipient received from DNCO OES.
3. Review Compliance Monitoring database.

The two (2) Subrecipients with the most accrued points will receive Compliance Monitoring that year. (The County reserves the right to determine placement of other Subrecipients on the Annual Compliance Monitoring Plan for reasons stated above.)

Criteria	Points Awarded
New Subrecipient (Subrecipients with no awards within the last 10 years)	3
Subrecipients with three (3) or more grants awarded within the time frame	5 + 3 ea. addt'l grant
Total award within period is equal to or greater than \$50,000	5 + 3 ea. addt'l \$25k
Last compliance review more than 3 years ago (previous Subrecipients)	3pts
Previous compliance monitoring finding (within 5 years)	5pts
Previous independent audit finding (within 5 years)	5pts

The Annual Compliance Monitoring Plan is prepared by the DNCO OES and is approved by the County Administrative Officer and/or the Assistant County Administrative Officer.

COMPLIANCE REVIEW PROCESS

Compliance Review

The objective of a compliance review is to ensure the Subrecipient complies with the Code of Federal Regulations, applicable state laws, and other governing regulations, internal policies, and general good business practices. The compliance review process is outlined below:

Notification Letter: The compliance review begins with the issuance of a notification letter. The purpose of this letter is to notify the point of contact listed for the Subrecipient in writing that a compliance review will be conducted. The letter identifies the grant(s) selected for review, scope of the review, due date for documents requested, and proposed date of field inspection.

Request for Documentation: A request for documentation is included with the notification letter. These records might include, but are not limited to, contracts, invoices, procurement records, indirect costs methodology, property ledger, and personnel ledger, including timesheets and supporting documentation to support match.

Internal Controls Questionnaire: An internal controls questionnaire is included with the notification letter. The questionnaire asks specific questions regarding internal controls, procurement process, personnel, and amount of state and federal grant funding received.

Entrance Conference (Meeting): An entrance conference is scheduled with the Subrecipient's executive management and key personnel to discuss the purpose, objectives and scope of the compliance review. The Monitor will explain the compliance review process, review the documentation provided and follow up on any missing/incomplete records, and inquire if there are any specific areas where the Subrecipient would like focused technical assistance. Additionally, the Monitor will confirm the date of the field inspection.

Field Inspection: During the field inspection, the Monitor(s) will visit the Subrecipient's physical location to verify equipment purchases and test equipment management practices.

Exit Conference: The lead Monitor will schedule an Exit Conference with the Subrecipient within 30 days of the Field Inspection to discuss the results of the compliance review and any concerns that may have arisen. A draft compliance report will be provided to the Subrecipient no less than three (3) working days before the exit conference. The exit conference provides an opportunity to resolve any questions the Subrecipient may have about the concerns raised

and address any other issues before the compliance report is finalized.

Paperwork and Reporting

Good documentation throughout the Compliance Review Process helps support conclusions, build trust between the Grantee and Subrecipient, and assists with providing technical assistance as needed.

Working Papers: Monitors should prepare and organize their working papers in a manner that helps provide an appropriate quality review. The Monitors should avoid preparing or accumulating unnecessary working papers or making extensive copies of the Subrecipient records. It is neither necessary nor practical for the monitors to document every matter considered during the review. Documentation supporting all findings must be retained in the working file. Good working papers should meet the monitoring requirements by displaying the following characteristics:

- State the dates of the review, as well as the year of the grant(s) under review, so that the working paper is not confused with documentation belonging to a different year/period;
- List what was reviewed in the limited scope desk and field inspection review. This will enable the Monitor, and any subsequent reviewers, to determine the sufficiency of the review evidence provided by the working paper;
- Document any technical assistance requested and/or provided;
- Working papers should clearly and objectively state the results of each tenant of the limited scope desk and filed inspection compliance reviews;
- Conclusions should be consistent with the results of the review and should be able to withstand independent scrutiny;
- Working papers should be signed by the person who prepares them; and
- Working papers should be signed and dated by any person who reviews them; and
- Working papers should be filed appropriately as to be found easily when required at a later date.

Working papers should provide evidence that an effective, efficient, and accurate review has been carried out. They should be completed in a manner so that a Monitor with no previous experience of the review can understand the work completed and how the conclusion was reached.

Compliance Review Report: The next step is to issue the compliance review report to the Subrecipient including senior management and key administrative staff. The report outlines all non-compliance issues and findings, provides recommendations for improvement and may request the Subrecipient generate a CAP.

Findings: A finding is an operational deficiency in internal controls, noncompliance with provisions of laws, regulations, contracts, Grant Subawards, or fraud, waste and abuse.

Recommendations: A recommendation must provide a course of action that will correct a finding or issue that has been identified and provide improvements. Recommendations should be action-oriented, convincing, well-supported, and effective.

Questioned Costs: A questioned cost can result from a violation, or possible violation, of a statute, regulation, or the terms and conditions of a federal Grant Subaward. In addition, it could be a cost not supported by adequate documents, or appears unreasonable and does not reflect the actions a prudent Subrecipient would take in the circumstances.

Disallowed Costs: A disallowed cost is a charge that the pass-through entity determines to be unallowable according to the Code of Federal Regulations and the State or County Administrative Manual. Some examples of disallowed costs can be the purchase of alcohol, lobbying, or costs pertaining to waste, fraud, and abuse.

CAP: Once the Subrecipient receives the compliance review report, they will have 30 days to either dispute the findings or provide a CAP to correct and address any finding(s). After a CAP is received, the Subrecipient has six months from the date of the report to implement the CAP and to pay back any disallowed costs. If necessary, follow-up reviews will be conducted by the County to ensure that corrective actions are implemented timely.

If a Subrecipient fails to comply with the required necessary corrections identified, funding may be suspended until corrections are completed. Failure to comply with grant requirements may subject the Subrecipient to Special Conditions of future funding opportunities or the Subrecipient may be required to pay back a reimbursement.

Closing Letter: Once the CAP is received and the Subrecipient has satisfactorily addressed and/or corrected all findings, Grants Management will issue a closing letter informing the Subrecipient that the compliance review is closed.

Appeals Process: If the Subrecipient does not agree with the finding, they have 30 days from the date the compliance review report is issued to dispute the finding in writing and provide additional supporting documentation. If the finding is not cleared with the additional information provided, a notification letter will be issued. The Subrecipient may appeal the decision to the County within 30 days of the notification letter. The final decision on any appeal rests with the County Administrative Officer.



LONNIE REYMAN
Chief Probation Officer

COUNTY OF DEL NORTE

PROBATION DEPARTMENT
450 H Street, Room 202
Crescent City, California 95531

PHONE (707) 464-7215
FAX (707) 465-0302

DARREN MCELFRISH
Superior Court Judge

ROBERT COCHRAN
Superior Court Judge

24

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Lonnie Reyman, Chief Probation Officer *Lonnie Reyman*

SUBJECT: MOU for Pretrial Assessment Services

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair of the Board to sign the MOU between the Superior Court of California, County of Del Norte and the Del Norte County Probation Department for funding related to a Pretrial Release Program.

SUMMARY:

Senate Bill 129 has provided funding for the implementation and operation of ongoing court programs and practices that promote the safe, efficient, fair, and timely pretrial release of individuals booked into jail. SB 129 appropriated funding of \$140 million in FY21/22 and \$70 million in ongoing funding to the Judicial Council of California for distribution to the courts for these purposes.

The purpose of the funding, as specified in SB 129, is to provide every superior court with the information and resources to support judicial officers in making pretrial release decisions that impose the least restrictive conditions to address public safety and return to court, and to implement appropriate monitoring practices and provision of services for released individuals. They will implement this by contracting with providers in each county, i.e. Probation Departments.

DISCUSSION/JUSTIFICATION:

The Del Norte County Superior Court and Probation Department have agreed that implementation of a Pretrial Release Program as outlined in SB 129 is both desirable and achievable for our community. Del Norte County has a leg

up in this respect as the Community Corrections Partnership established a pretrial program utilizing AB 109 funding in 2018, however there have been limitations regarding the capacity of the program due to available funding and continuation of the program has remained tenuous with the consistent demand on AB 109 dollars for many other criminal justice purposes. Although commitment to ongoing funding from the State, illustrated by SB 129, demonstrates a will to implement pretrial services the state over, the requirements imposed by the State exceed what the funding can pay for. This will require reallocation of AB 109 funding to subsidize the balance of the funding required to operate and sustain the Pretrial Release Program.

The Pretrial Release Program will fill a need not just for an evidence-based, validated pretrial risk assessment and subsequent supervision, but provide a process to safely reduce jail populations. Generally these programs also show promising results when it comes to reducing recidivism with low risk offenders. Low risk offenders have a higher percentage chance to reoffend or FTA the longer they are kept in custody.

Many of the goals and objectives of the program can only be achieved and sustained through the funding provided by SB 129 and will springboard off of the existing program, yet add capacity and ability to better assess and supervise pretrial offenders.

ALTERNATIVE:

Not accept the funding, thereby reducing or eliminating needed services.

FINANCING:

The increased program costs are funded by SB 129; there is no cost to the general fund.

CHILDREN'S IMPACT STATEMENT:

This section meets 1 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.

☐ **No impact to Children as a result of this action.**

OTHER AGENCY INVOLVEMENT:

Del Norte County Superior Court

SIGNATURE REQUIRED:

Chair, Board of Supervisors (2)

ADMINISTRATIVE SIGN-OFF:

☐ AUDITOR:

☐ COUNTY ADMINISTRATIVE OFFICER:

☒ COUNTY COUNSEL:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF DEL NORTE
AND THE DEL NORTE COUNTY PROBATION DEPARTMENT
FOR FUNDING OF PROBATION STAFF AND EXPENDITURES
RELATED TO “PRETRIAL ASSESSMENT SERVICES PROGRAM”**

This Memorandum of Understanding (“Agreement”) is effective as of July 1, 2021 and ends June 30, 2022. This Agreement is between the Superior Court of California, County of Del Norte (“COURT”), and the County of Del Norte, a Political Subdivision of the State of California, through its Probation Department (“PROBATION DEPARTMENT”). Probation Department is deemed to be one party under this Agreement and the Court is the other party.

The Superior Court of Del Norte County has been awarded monies from the Judicial Council of California (JCC) to implement and operate a Pretrial Assessment Services Program (“Program”).

The Court will provide the Probation Department of Del Norte County funding to reimburse the Probation Department for staff costs and expenditures incurred to provide defendant assessments and defendant supervision as part of the Program. Other expenditures the Probation Department will be reimbursed for are related to software needed for pretrial assessment services, data integration, automatic court appearance reminders/reporting services, and monitoring devices for defendants participating in the Program.

The aforementioned Probation staffing and other expenditures will allow the Probation Department to provide the assessment and supervision services necessary to implement and operate the Court’s Program. The Court will provide the Probation Department funding from the funding that the Court will receive from the Judicial Council of California Pretrial Program (SB 129 Pretrial Release Program Funding). The Court will provide the Probation Department in fiscal year 2021/2022 a maximum of \$200,000 in one time monies, payable upon receipt from Judicial Council and maximum of \$200,000 in on-going monies, payable as outlined in Exhibit E. In fiscal year 2021-2022, the Court will provide the Probation Department a maximum of \$400,000.

Incorporated into this Agreement is specific amounts that the Court will reimburse the County for staffing and other expenditures pursuant to the Program (Work to Be Performed Exhibit A, Pretrial Service Provider Budget Detail Sheet Exhibit B, Quarterly Data Collection and Reporting Requirements Exhibit C, Quarterly Progress Report Exhibit D, and Invoice Exhibit E). On a quarterly basis, beginning January 1, 2022 the Probation Department may submit proof of staffing costs and expenditures incurred on or after November 1, 2021 for the Program payment to the Probation Department for reimbursement. The Court will reimburse the Probation Department within 30 days of the date of submittal of Exhibits C, D and E.

The body of this Agreement fully expresses all understandings, promises, and agreements of the parties concerning any or all matters set forth herein. No additions, alterations, modifications, or amendments to any term of this Agreement, whether by written or verbal understanding of the parties,

their officers, employees, or agents, shall be valid and effective unless made in the form of a written Amendment to this Agreement executed by the parties authorized in this Agreement.

On behalf of the Court, the Court Executive Officer is authorized to execute this Agreement. On behalf of the Probation Department, the County Administrative Officer and Chief Probation Officer are authorized to execute this Agreement.

The parties hereto have caused this Memorandum of Understanding to be executed and attested by the proper officers, and shall be effective as of July 1, 2021.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTE**

By: _____
Esperanza Esparza
Court Executive Officer

Date: _____

COUNTY OF DEL NORTE

By: _____
Chris Howard
Chair, Board of Supervisors

Date: _____

By: _____
Joel Campbell
County Counsel

Date: _____

EXHIBIT A
WORK TO BE PERFORMED

1. PROGRAM REQUIREMENTS

a. The COURT, in partnership with COUNTY, is responsible for ensuring that the following Pretrial Release Program (Program) requirements are met:

i. A pretrial risk assessment shall be conducted on all persons booked into and detained in actual jail custody and who are not otherwise released under existing release policies.

ii. Assessment information shall be provided to the COURT prior to completion of arraignment for those whom a hearing is required.

iii. Persons deemed ineligible bail under Article 1 of the California Constitution shall not be assessed.

iv. Each arrested person who is eligible for release on bail under current law shall be entitled at any time to post bail as specified in the county bail schedule or for the amount set on an arrest warrant, or as otherwise set by the COURT whether or not a risk assessment has been completed.

v. Monitoring of those released pre-arraignment and pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.

vi. The Program shall be implemented by the COURT, in partnership with the COUNTY, on a countywide basis.

b. The Program's Requirements shall be operational by June 30, 2022

c. The Work shall be provided during the period commencing on the Effective Date until June 30, 2022.

2. GENERAL APPROVED USE OF PROGRAM FUNDS

a. The COURT is responsible for the use of Program Funds for the Pretrial Program. Acceptable uses of Program Funds by COUNTY include the following:

i. Salary and benefits for Probation employees necessary to meet the operational requirements;

EXHIBIT A

ii. Technology costs to facilitate information exchanges and process automation between justice system partners. These costs may include software implementation and

licensing; professional services for development, integration, data collection and cleaning, and other related professional services; necessary hardware including tablets, computers, servers, etc.

iii. Court date reminder systems;

iv. Registration fees for trainings and conferences, with proof of attendance, that are directly related to the Program;

v. Equipment, defined as non-expendable items costing \$5,000 or above. Such items shall be clearly related to the Program objectives and directly contribute to Program activities;

vi. Purchase, production, or reproduction of educational and training materials;

vii. Costs of pretrial release support services given to program participants. Support may only be provided for transportation (bus, gas and other transportation passes) and emergency food support. Funds shall not be distributed as cash. COUNTY shall maintain and provide to the COURT both proof of purchase and proof of distribution to program participants.

viii. Anyone other than a program participant is prohibited from receiving support services;

ix. Costs associated with collecting, maintaining, and reporting required data, including computers, staffing and other costs; and

x. Any other expenses directly related to the Program not listed herein, as properly budgeted and approved by the COURT;

xi. COUNTY may subcontract for Services, including but not limited to, electronic monitoring and ongoing supervision, assessments, job and educational training, residential or outpatient treatment for mental health or substance abuse/dependence, health screening, transitional/temporary housing, participant travel costs associated with treatment and court appearances, and drug testing, alcohol monitoring, and related supplies.

3. INELIGIBLE USES OF PROGRAM FUNDS

a. Ineligible use of Program funds, except in situations where prior written approval has been obtained from the Judicial Council Program Manager, include but are not limited to:

i. No financial costs may be imposed on released persons for any required conditions or services of pretrial release monitoring;

EXHIBIT A

ii. Duplication of services that are already being provided by a justice system partner;

iii. Food and/or drink of any kind including bottled water and related purified water dispensers, provided to COUNTY officials, staff and/or service providers during business meetings, trainings and any other occasion;

iv. Gift cards, field trip passes, movie tickets, or other incentives

v. Membership dues;

vi. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by program participants;

vii. Costs for fundraising, scholarships, tuition, stipend, contributions, and donations, or non-incentive-related gifts;

viii. Entertainment costs such as show tickets, sporting events, and/or any other events; and

ix. Participant living expenses including food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

4. PROGRAM TRAINING

The Judicial Council may host meetings related to pretrial services. The Court and justice system partners may attend the Pretrial Justice Partner Institute, "PJPI", if scheduled. COUNTY may use Program funding for expenses associated with attendance.

5. PROGRAM SCHEDULE

COUNTY shall submit deliverables identified in Exhibits C, D and E, in a timely manner but no less than 10 days prior to the due date as outlined in Exhibit C.

6. REPORTING AND TRACKING

Data Collection Plan : Back-up Data shall be submitted to the COURT, by COUNTY in CSV or other standard machine-readable format with appropriate data labels and transmitted by a secure file transfer method. COUNTY shall be responsible for ensuring the back-up data is submitted to the COURT no less than 10 days prior to the Due Date as outlined in Exhibit C. Data collection requirements are subject to change by the Judicial Council or the COURT. The COURT commits to communicating any such changes to COUNTY in a timely manner.

7. DATA STORAGE

The COURT shall store all Data from COUNTY on a secure server and shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards against the destruction, loss, misuse, unauthorized disclosure, or access, or alteration of Data.

EXHIBIT A

8. DATA ACCESS AND USE

- a. The Judicial Council shall access and use Data submitted by the COURT and COUNTY to fulfill the goals of the Program, including but not limited to reports to the Legislature, the Department of Finance, and the Joint Legislative Budget Committee, and to otherwise comply with law or perform its obligations under this MOU and its official duties, as permitted by law
- b. In the event that this MOU expires or terminates, the Judicial Council shall be permitted, in accordance with law, to access, use, and disclose Data previously submitted by the COURT and COUNTY.
- c. Upon discovery or reasonable belief of any data breach, COUNTY or the COURT shall promptly notify the other party. A "data breach" means any access, destruction, loss, theft, use, modification, or disclosure by an unauthorized Third Party of confidential or personal Data in the possession of the COURT or COUNTY. The notification shall identify (i) the nature of the data breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what the COURT or COUNTY has done or will do to mitigate the data breach; (v) what corrective action the COURT or COUNTY has taken or will take to prevent future data breaches.

9. MEASURABLE OUTCOMES

- a. The COURT, in partnership with COUNTY, is responsible: for ensuring that the Program is operational and fulfilling Program Requirements, as set forth in Exhibit A, by June 30, 2022.
- b. COUNTY shall submit Back-up Data for this Program, as identified in Exhibit C, to the COURT according to the timeline in Exhibit C, as required by the Judicial Council to measure the outcomes of the Program. The COURT shall be responsible for ensuring that the data is submitted by each justice system partner, unless otherwise specified by the Judicial Council.
- c. The required Data Extract shall include individual and case level data for all individuals booked into county jail during each reporting period. The COURT and COUNTY shall submit "Essential data elements" (as set forth in Exhibit C) and a sufficient number of "Technical data elements" (as set forth in Exhibit C) to enable the Judicial Council to perform data linkage.
 - i. The data elements requested for each agency are listed in Exhibit C.
 - ii. At a minimum, the Court and its justice system partner agencies shall provide all of the "essential data elements" and a sufficient number of "technical data elements" to enable the Judicial Council to perform data linkage.
 - iii. The Court and its justice system partner agencies shall provide "Supplementary data elements" as available.

EXHIBIT A

- d. Historical data from July 2021 to June 2022 shall be provided by COUNTY to the COURT for submission to the Judicial Council. The historical data shall include, at a minimum, all of

the "Essential data elements" and a sufficient number of "Technical data elements," (as set forth in Exhibit B, Attachment 1) to enable the Judicial Council to perform data linkage. The "Supplementary data elements" must be provided, as available.

e. Failure to Provide Information: The required reporting detailed in this section is vital to the success of the Program. Therefore, failure to provide any and all of the required reports, in a form that is acceptable to the Judicial Council may result, at the Judicial Council's discretion, in a delay of payment under this MOU or termination of this MOU.

END OF EXHIBIT

PRETRIAL SERVICE PROVIDER NAME:	EXAMPLE Probation Department
FISCAL YEAR:	Year 1 (July 1, 2021, to June 30, 2022)

PERSONNEL SALARIES AND FRINGE BENEFITS		
Position	Computation = Yearly Salary (include benefits) x FTE	Cost
	JAIL UNIT (please insert name of department)	
	SUPERVISION UNIT	\$ -
	ADMINISTRATION UNIT	
	PERSONNEL & FRINGE BENEFITS TOTAL	\$ -

OPERATING EXPENSES	
Depreciation	100
Repairs	100
Insurance	100
Utilities	100
Salaries	100
Advertising	100
Travel	100
Postage	100
Telephone	100
Office Supplies	100
Freight	100
Interest	100
Taxes	100
Other	100
Total	1,000

TRAVEL (include location, number of travelers, etc)		
Purpose of Event	Computation	Cost
TRAVEL TOTAL		\$ -

EQUIPMENT (minor and major equipment)

[illegible]

SUPPLIES (expendable items such as office supplies, training materials, etc.)

[illegible]

Other Costs (including subcontractors and consultants - necessary project costs not included above)		
Item Description	Computation	Cost
Monitoring		
Consultants/Contractors		
OTHER COSTS TOTAL		\$ -
OPERATING EXPENSE TOTAL		\$ -
PROJECT TOTAL (YEAR ONE)		\$ -

PRETRIAL SERVICE PROVIDER NAME:	EXAMPLE Probation Department
FISCAL YEAR:	Year 1 (July 1, 2021, to June 30, 2022)

OPERATING EXPENSES	
Depreciation	100
Repairs	50
Insurance	25
Utilities	15
Salaries	100
Advertising	50
Travel	25
Postage	10
Telephone	10
Office supplies	10
Freight	10
Interest	10
Income taxes	10
Other	10
Total	400

TRAVEL (include location, number of travelers, etc)

Item Description	Computation	Cost
------------------	-------------	------

[illegible]

Item Description	Computation	Cost
------------------	-------------	------

Other Costs (including subcontractors and consultants - necessary project costs not included above)		
Item Description	Computation	Cost
Monitoring		
Consultants/Contractors		
OTHER COSTS TOTAL		\$ -
OPERATING EXPENSE TOTAL		\$ -
PROJECT TOTAL (YEAR ONE)		\$ -

Exhibit C

**Pretrial Release (SB 129)
Quarterly Data Collection and Reporting Requirements**

PLEASE EMAIL YOUR FILLABLE DATA REPORT
AND SUBMIT ANY QUESTIONS TO
cheyenne.schaad@delnorte.courts.ca.gov

SUPERIOR COURT NAME	PLEASE SELECT COURT NAME
RELEVANT DATA YEAR QTR.	PLEASE SELECT FISCAL YEAR QTR
CONTACT INFO. FOR PERSON COMPLETING FORM	NAME: <input type="text"/>
	EMAIL: <input type="text"/>
	PHONE: <input type="text"/>
DATE REPORT PREPARED:	<input type="text"/>

Upcoming Data Report Dates	
(Please note not a complete list)	
Due Dates:	Time Period Covered:
January 14, 2022	July – December 2021 (FY1 Q1-2)
April 15, 2022	January – March 2022 (FY1 Q3)
July 15, 2022	April – June 2022 (FY1 Q4)
October 14, 2022	July – September 2022 (FY2 Q1)
January 13, 2023	October - December (FY2 Q2)
April 14, 2023	January – March 2023, (FY2 Q3)
July 14, 2023	April – June 2023 (FY2 Q4)
October 13, 2023	July – September 2023 (FY3 Q1)
January 12, 2024	October – December 2023 (FY 3 Q2)
April 12, 2024	January – March 2024 (FY3 Q3)
July 12, 2024	April – June 2024 (FY3 Q4)

Exhibit C

Booking/Release Data Questions:

1. What is the total number of bookings (include all bookings, even if individual is not eligible for pretrial release):

2. What is the total number of bookings for a new offense by offense type (misdemeanor or felony):

Misdemeanor

Felony

***Note:** A booking for a new offense includes a booking type of: "fresh", "on view", "street" and "arrest warrant" (report any category of warrants that may include an "arrest warrant").

3. What is total number of individuals booked for a new offense released within two court days by offense type (misdemeanor or felony), and by type of release:

Within two court days

New Offense	M	F
Jail Cite and Release	<input type="text"/>	<input type="text"/>
Release on Bail	<input type="text"/>	<input type="text"/>
Release by Judicial Officer on *O.R.	<input type="text"/>	<input type="text"/>
Pretrial Supervision	<input type="text"/>	<input type="text"/>
No Charges Filed/Charges Dismissed	<input type="text"/>	<input type="text"/>
Charges Resolved (includes by plea)	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>

*O.R. = own recognizance

4. What is the total number of individuals booked for a new offense released after two court days by offense type (misdemeanor or felony), and by type of release:
(insert average for each corresponding variable)

After two court days

New Offense	M	F
Jail Cite and Release	<input type="text"/>	<input type="text"/>
Release on Bail	<input type="text"/>	<input type="text"/>
Release by Judicial Officer on *O.R.	<input type="text"/>	<input type="text"/>
Pretrial Supervision	<input type="text"/>	<input type="text"/>
No Charges Filed/Charges Dismissed	<input type="text"/>	<input type="text"/>
Charges Resolved (includes by plea)	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>

*O.R. = own recognizance

Exhibit C

5. What is the average monthly bookings by gender, age, and ethnicity/race?
(insert average for each corresponding variable)

Average Monthly Bookings					
Gender	<input type="text"/> Male	<input type="text"/> Female			
Age	<input type="text"/> 18-25	<input type="text"/> 26-35	<input type="text"/> 36-45	<input type="text"/> 46-55	<input type="text"/> Over 56
Ethnicity/Race	<input type="text"/> Asian	<input type="text"/> Black	<input type="text"/> Hispanic	<input type="text"/> White	<input type="text"/> Other

Exhibit D

Pretrial Release (SB 129) Quarterly Progress Report

Superior courts must summarize pretrial-related activities, including progress towards goals and objectives, program achievements and challenges, collaboration with the justice system and other local partners, and key staff or procedures changes.

**PLEASE EMAIL YOUR FILLABLE QUARTERLY PROGRESS REPORT
AND SUBMIT ANY QUESTIONS TO cheyenne.schaad@delnorte.courts.ca.gov**

SUPERIOR COURT NAME	PLEASE SELECT COURT NAME	
RELEVANT FISCAL YEAR QTR.	PLEASE SELECT FISCAL YEAR QUARTER	
PRETRIAL SERVICES PROGRAM IN OPERATION?	YES <input type="checkbox"/> NO <input type="checkbox"/>	EXPECTED PROGRAM GO-LIVE OPERATIONAL DATE: <input type="text"/> <i>(if applicable)</i>
CONTACT INFO. FOR PERSON COMPLETING FORM	NAME: <input type="text"/>	
	EMAIL: <input type="text"/>	
	PHONE: <input type="text"/>	
DOES THE PROGRAM USE A PRETRIAL RISK ASSESSMENT TOOL?	YES <input type="checkbox"/> NO <input type="checkbox"/>	WHAT IS THE NAME OF THE TOOL USED? PLEASE SELECT TOOL USED <input type="text"/>
DATE REPORT PREPARED:	<input type="text"/>	

Upcoming Quarterly Progress Report Dates	
<i>(Please note not a complete list)</i>	
Due Dates:	Time Period Covered:
January 14, 2022	July – December 2021 (FY1 Q1-2)
April 15, 2022	January – March 2022 (FY1 Q3)
July 15, 2022	April – June 2022 (FY1 Q4)
October 14, 2022	July – September 2022 (FY2 Q1)
January 13, 2023	October - December (FY2 Q2)
April 14, 2023	January – March 2023, (FY2 Q3)
July 14, 2023	April – June 2023 (FY2 Q4)
October 13, 2023	July – September 2023 (FY3 Q1)
January 12, 2024	October – December 2023 (FY 3 Q2)
April 12, 2024	January – March 2024 (FY3 Q3)
July 12, 2024	April – June 2024 (FY3 Q4)

Exhibit D

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. PROJECT ACTIVITIES DURING THIS REPORTING PERIOD

(Examples may include, but not limited to, progress towards goals and objectives, program achievement, updates on outcomes for people released prearrest, court date reminders, project management team meetings, changes to key staff, and technology updates)

Exhibit D

**2. ANY SIGNIFICANT CHALLENGES OR PROBLEMS THAT DEVELOPED AND
HOW THEY WERE OR WILL BE ADDRESSED**

(Examples may include, but are not limited to, any changes to procedures, changes to the project plan,
and remaining issues)

Exhibit D

3. COURT & CONTRACTOR FINANCIAL OVERVIEW DURING THIS REPORT PERIOD

(Examples may include, but are not limited to, any changes to anticipated spending, and spending challenges with subcontractors)

ONGOING FUNDING:

ONE-TIME FUNDING (if applicable):

Exhibit D

4. FINANCIAL OVERVIEW SCHEDULED FOR THE NEXT REPORT PERIOD

(Please include your project spend to date)

ONGOING FUNDING:

ONE-TIME FUNDING (if applicable):

Exhibit D

5. PROJECT ACTIVITIES SCHEDULED FOR THE NEXT REPORT PERIOD

--

Exhibit D

SUPPLEMENTAL COMMENTS

(if needed)

DATE: 11/30/21
INVOICE # FY2122-Q3

Bill To:
DEL NORTE SUPERIOR COURT
ACCOUNTS PAYABLE
450 H STREET, ROOM 209
CRESCENT CITY, CA 95531
(707) 464-8115X142

DESCRIPTION			TOTAL
A. Personnel Salaries & Benefits Expenditures			-
B. Travel			-
C. Equipment			-
D. Supplies			-
E. Other Costs			-
TOTAL		\$	-

Make all checks payable to: Del Norte County Probation

THANK YOU FOR YOUR BUSINESS!

Exhibit E

Contract No. :		Date Report Prepared:	11/30/2021
Prepared By:		Title	
Telephone:		Email Address:	
Reporting Period:	FY2122-Q3		

A. Personnel Salaries & Benefits Expenditures

Position	Total FTE	Salaries	Benefits	Actuals
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Personnel Total				\$ -

B. Travel

Purpose of Travel	Computation	Actuals
Travel Total		\$ -

C. Equipment

Item Description	Computation	Actuals
Equipment Total		\$ -

D. Supplies

Item Description	Computation	Actuals
		\$ -
Supplies Total		\$ -

E. Other Costs

Item Description	Computation	Actuals
Other Costs Total		\$ -

Total Expenses	\$ -
----------------	------

**DEL NORTE COUNTY
BOARD OF SUPERVISORS
PROCLAMATION**

**A PROCLAMATION OF THE DEL NORTE COUNTY BOARD OF SUPERVISORS
HONORING MICHAEL MAVRIS**

WHEREAS, Michael Mavris, a fifth grade student from Mary Peacock Elementary was selected as the youth tree lighter of "Sugar Bear the Capital Christmas Tree" by U.S. Representative Jared Huffman and Forest Supervisor Ted McArthur; and

WHEREAS, Michael's essay was chosen out of 53 submissions using the prompt "What Does the Theme Six Rivers, Many Peoples, One Tree Mean to You"; and

WHEREAS, Michael has always tested in the 99th percentile in most school subjects while earning awards both scholastically and in sports; and

WHEREAS, Michael has been a member of the Responsible Student Club, a former Spelling Bee Champion and is a member of the Mary Peacock Band playing a percussion instrument and also plays the piano; and

WHEREAS, Michael also enjoys playing baseball, was on the Little League Baseball All-Star team as well as on the travelling baseball and basketball AAU teams; and

WHEREAS, Michael also loves to travel and recount stories of his many adventures from climbing pyramids in Mexico City, standing on the Acropolis in Greece, visiting the ruins of Ayutthaya in Thailand or the ancient city of Pompei in Italy; and

WHEREAS, Michael dreams of one day becoming an attorney so that he protect people's rights and make a difference in the lives of others; and

BE IT FURTHER PROCLAIMED, that the Del Norte County Board of Supervisors congratulates Michael Mavris on his achievements and extends the best of wishes in his-future endeavors, PASSED AND ADOPTED this 14th day of December 2021.

Chris Howard, Chairman
Board of Supervisors
Del Norte County, California

COUNTY OF DEL NORTE

Office of County Counsel

981 H Street, Suite 220
Crescent City, CA 95531

Tel: (707) 464-7208

Fax: (707) 465-0324

JOEL CAMPBELL-BLAIR
COUNTY COUNSEL

AUTUMN E. LUNA
ASST. COUNTY COUNSEL

JACQUELINE ROBERTS
DEPUTY COUNTY COUNSEL

BOARD REPORT

AGENDA DATE: December 14, 2021
TO: Del Norte County Board of Supervisors
FROM: Del Norte County Counsel's Office *cd*
SUBJECT: Redistricting

RECOMMENDED ACTION:

Adopt a final supervisorial district map.

SUMMARY:

The Advisory Redistricting Commission approved four draft supervisorial district maps at the October 26, 2021 redistricting meeting and distributed the four maps via the Del Norte County's designated redistricting website on October 29, 2021. Outreach to encourage public input was through the County's website and Facebook page, as well as direct outreach to Wild Rivers Outpost, local tribes, and posting in physical locations around the County. ARC members were encouraged to distribute materials and seek input through their social and professional networks. The Board of Supervisors held three additional public meetings to consider the draft maps and seek further public input. Public comments were received both in writing and in person and a record of all input will be archived on the County's designated redistricting website along with all other redistricting information and materials.

The deadline to adopt a supervisorial map is December 15, 2021. Adoption by resolution at the December 14, 2021 meeting will comply with the California Election Code requirements and complete the 2020 redistricting process on time.

FISCAL IMPACT: N/A

DEPARTMENT(S) INVOLVEMENT: Multiple

**COUNTY OF DEL NORTE
STATE OF CALIFORNIA
RESOLUTION NO. 2021-**

**RESOLUTION OF THE DEL NORTE COUNTY BOARD OF SUPERVISORS
ADOPTING A FINAL SUPERVISORIAL DISTRICT MAP**

WHEREAS, the Del Norte County Board of Supervisors must review district boundaries every ten years using decennial census data so that the supervisorial districts remain substantially equal in population as required by the United States Constitution; and

WHEREAS, on July 27, 2021 the Del Norte County Board of Supervisors created an Advisory Redistricting Commission to hold public redistricting meetings, engage in public outreach and education about redistricting, and draft supervisorial maps for public discussion; and

WHEREAS, the Advisory Redistricting Commission held public meetings on Saturday, July 31, 2021 at 10:00 a.m., Tuesday, August 24, 2021 at 6:00 p.m., Saturday, October 23, 2021 at 10:00 a.m., and Tuesday, October 24, 2021 at 6:00 p.m. at 981 H Street, Crescent City, California; and

WHEREAS, the Advisory Redistricting Commission meetings were publicized via social media, direct outreach, and physical posting at multiple locations in Del Norte County; and

WHEREAS, the Advisory Redistricting Commission created four draft maps that were released to the public for input on October 29, 2021; and

WHEREAS, the Board of Supervisors heard public input on the draft maps at public meetings on Tuesday, November 9, 2021 at 10:00 a.m., Wednesday, November 24, 2021 at 11:00 a.m., and Tuesday, December 14, 2021 at 10:00 a.m. at 981 H Street, Crescent City, California; and

WHEREAS, the County of Del Norte created and regularly updated a dedicated redistricting website on which information about redistricting was shared with the public and where a record of Del Norte County's 2020 redistricting process will be maintained for ten years; and

WHEREAS, public input was received from multiple individuals both in writing and in person at the public meetings and a record of that public input is on the dedicated redistricting website; and

WHEREAS, California Elections Code section 21500, subdivision (e), effective September 27, 2021, allows counties to adopt supervisorial district boundaries by resolution or ordinance; and

WHEREAS, because of delays in the release of the 2020 federal census data the timeline for redistricting in 2021 is compressed and the deadline to adopt new supervisorial district maps is December 15, 2021; and

WHEREAS, given the compressed timeline there is a corresponding need to use the resolution process rather than the ordinance process to allow maximum time for creation, review, public input, and adoption of the new supervisorial district maps; and

NOW, THEREFORE, BE IT RESOLVED that, the Del Norte County Board of Supervisors, having considered and adhered to the guidelines set forth in California Election Code section 21500 et seq., hereby adopt the supervisorial district map number _____ attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Del Norte County Clerk Recorder in coordination with the Del Norte County Geographic Information Services Coordinator are permitted to make minor administrative adjustments to the supervisorial district map if necessary to assign parcels to a single supervisorial district in the event that the census block divides a parcel into two or more districts.

PASSED AND ADOPTED this 14th day of December, 2021.

AYES:

NOES:

ABSENT:

Chris Howard, Chair
Board of Supervisors
Del Norte County, California

EXHIBIT A



COUNTY OF DEL NORTE
COMMUNITY DEVELOPMENT DEPARTMENT
981 H STREET, SUITE 110
CRESCENT CITY, CA 95531
FAX – (707) 465-0340

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Planning (707) 464-7254	Engineering & Surveying (707) 464-7229	Roads (707) 464-7238	Building Inspection (707) 464-7253	Environmental Health (707) 465-0426	Code Enforcement (707) 464-7254
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DATE: December 4, 2021

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Heidi Kunstal, Director of Community Development *Heidi Kunstal*

SUBJECT: Introduction of an Ordinance adding a Section to Chapter 4 of Title 16 Subdivisions for the Consideration of Corrections and Modifications to a Recorded Subdivision Map

RECOMMENDATION FOR BOARD ACTION: Staff recommends that the Board take the following actions:

1. Introduce the attached Ordinance by title and waive the first reading;
2. Set the Ordinance for adoption at the January 11, 2022, Regular Meeting of the Board of Supervisors;
3. Direct the Clerk of the Board to publish the pre-adoption summary of the ordinance and to post a certified copy of the full text of the proposed Ordinance in the Office of the Board of Supervisors, both publication and posting must be done at least five (5) days prior to the Board meeting at which the ordinance will be adopted; and
4. Direct the Clerk of the Board, within 15 days after adoption of the Ordinance, to publish a post-adoption summary of the Ordinance with the names of the Supervisors voting for and against the Ordinance, and to post in the Office of the Board of Supervisors a certified copy of the full text of the adopted Ordinance and amendments along with the names of those supervisors voting for or against the Ordinance.

SUMMARY/DISCUSSION: On rare occasions there is the need to amend a recorded subdivision map (parcel map or final map). Examples include corrections in the description of real property shown on the map, omissions of courses or distances that should have been shown on the map, or corrections to the location of a monument that may have been changed since the date of recordation or have been wrongly located on the recorded map. Section 66469 of the California Government Code lists all the qualifying purposes allowed to correct a recorded map.

Furthermore, California Government Code Section 66472.1, allows a recorded map to be modified if the local agency finds there are changes in circumstances that make any or all of the conditions of the map no longer appropriate or necessary and that the modifications do not impose any additional burden on the fee owners of the real property, and if the modifications do not alter any right, title or interest in real property reflected on the recorded map, and the local agency finds that the map as modified conforms to Section 66474 of California Government Code. In order for a local agency to consider modifications it must be authorized by local ordinance.

Recently, a request from the public brought to the forefront that a local ordinance does not exist to allow for the considerations of such modifications. In this particular case, the property owner was able to fulfill the condition listed on the parcel map that they initially proposed to have modified following this process.

Knowing that interest in having this process available to the public may occur again, staff has worked with County Counsel on a draft ordinance which follows Government Code and would allow the Planning Commission the ability to consider modifications subject to a public hearing.

ATTACHMENTS:

1. Summary for Publication
2. Proposed Ordinance
3. Sections of Government Code referenced in Board Report

ALTERNATIVES: Decline to pursue the amendment which would limit the ability to amend recorded subdivision maps for necessary corrections or modifications.

FINANCING: N/A

CHILDREN'S IMPACT STATEMENT:

This section meets 0 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☐ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT: None.

SIGNATURE REQUIRED: Chairperson of the Board of Supervisors

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR: Honorable Clinton Schaad
- ☐ COUNTY ADMINISTRATIVE OFFICER: Neal Lopez
- ☒ COUNTY COUNSEL:
- ☐ PERSONNEL:
- ☐ OTHER DEPARTMENT:

PRINTING ACCOUNT:

- | | | | |
|----------------------------------------------|---------------|--------------------------------------|---------------|
| <input type="checkbox"/> CDD | 101-260-20221 | <input type="checkbox"/> EH | 101-410-20221 |
| <input type="checkbox"/> CE | 101-416-20221 | <input type="checkbox"/> Building | 101-261-20221 |
| <input checked="" type="checkbox"/> Planning | 101-258-20221 | <input type="checkbox"/> Engineering | 101-183-20221 |
| <input type="checkbox"/> CSA | 307-077-20221 | <input type="checkbox"/> Roads | 102-311-20221 |
| <input type="checkbox"/> Other | _____ | | |

SUMMARY FOR PUBLICATION PRIOR TO ADOPTION OF ORDINANCE

(The summary shall be published and a certified copy of the full text of the proposed ordinance shall be posted in the office of the Clerk of the Board of Supervisors at least five (5) days prior to the Board of Supervisors meeting at which the proposed ordinance is to be adopted.)

SUMMARY

On _____, 2022, at its regularly scheduled Board meeting, the Del Norte County Board of Supervisors will consider for adoption a proposed ordinance adding Section 16.04.42 of Chapter 16.04 of Title 16 of the Del Norte County Code. The new section will allow corrections and modifications to recorded subdivision maps to be considered for approval by the Del Norte County Planning Commission.

The text of the proposed ordinance is available from the Clerk of the Board, 981H Street, Suite 200, Crescent City, CA.

SUMMARY FOR PUBLICATION AFTER ADOPTION OF ORDINANCE

(The summary shall be published within fifteen (15) days after the adoption of the ordinance.)

SUMMARY

On _____, 2022, at its regularly scheduled Board meeting, the Del Norte County Board of Supervisors considered for adoption a proposed ordinance adding Section 16.04.42 of Chapter 16.04 of Title 16 of the Del Norte County Code. The new section will allow corrections and modifications to recorded subdivision maps to be considered for approval by the Del Norte County Planning Commission.

A copy of the ordinance is posted in the office of the Clerk of the Board of Supervisors.

The votes were:

Ayes:

Noes:

Absent:

**BOARD OF SUPERVISORS
COUNTY OF DEL NORTE, STATE OF CALIFORNIA**

ORDINANCE NO. 2022-____

**AN ORDINANCE OF THE DEL NORTE COUNTY BOARD OF SUPERVISORS
ADDING SECTION 16.04.42 TO DEL NORTE COUNTY CODE RELATED TO
THE CORRECTION AND MODIFICATION OF A RECORDED SUBDIVISION
MAP**

The following ordinance, consisting of four sections, was passed and adopted by the Board of Supervisors of the County of Del Norte, State of California, at a regular meeting of the Board of Supervisors held on the ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

TBD, Chair
Del Norte County Board of Supervisors
State of California

ATTEST:

Kylie Goughnour
Clerk of the Board of Supervisors
County of Del Norte County

Approved as to form:

Joel Campbell-Blair
Del Norte County Counsel

The Board of Supervisors of the County of Del Norte ordains as follows:

SECTION 1: ADD Correction and Modification of a Recorded Map Section to Chapter 16.04 General Provisions of Title 16 Subdivisions

Section 16.04.42 of Chapter 16 of Title 14 is added to Del Norte County Code to read as follows:

Title: 16 – Subdivisions
Chapter: 04 – General Provisions
Section: 42 – Correction and Modification of a Recorded Subdivision Map

- A. A recorded final or parcel map may be amended to correct technical errors or omissions as set forth in Government Code Section 66469.
- B. Upon application in writing, minor modifications regarding notes, conditions, etc., on a recorded final or parcel map may be made in accordance with the requirements of Section 66472.1 by the Planning Commission, if, after public hearing, the local agency makes the following findings:
 - 1. That there are changes in circumstances which make any or all of the conditions of such map no longer appropriate or necessary; and
 - 2. That the modifications do not impose any additional burden on the present fee owners of the property; and
 - 3. That the modifications do not alter any right, title or interest in the real property reflected on the recorded map; and
 - 4. That the map as modified conforms to all of the provisions of the Subdivision Map Act and local implementing ordinances.
- C. The hearing shall be confined to consideration of and action on the proposed modification.
- D. The amended map or certificate of modification shall be accompanied by proof of ownership and documentation listing those with a record title interest in the property.

State of California

GOVERNMENT CODE

Section 66469

66469. After a final map or parcel map is filed in the office of the county recorder, it may be amended by a certificate of correction or an amending map for any of the following purposes:

- (a) To correct an error in any course or distance shown thereon.
- (b) To show any course or distance that was omitted therefrom.
- (c) To correct an error in the description of the real property shown on the map.
- (d) To indicate monuments set after the death, disability, retirement from practice, or replacement of the engineer or surveyor charged with responsibilities for setting monuments.
- (e) To show the proper location or character of any monument which has been changed in location or character originally was shown at the wrong location or incorrectly as to its character.
- (f) To correct any additional information filed or recorded pursuant to Section 66434.2, if the correction does not impose any additional burden on the present fee owners of the real property and does not alter any right, title, or interest in the real property reflected on the recorded map.
- (g) To correct any other type of map error or omission as approved by the county surveyor or city engineer that does not affect any property right, including, but not limited to, lot numbers, acreage, street names, and identification of adjacent record maps.

As used in this section, "error" does not include changes in courses or distances from which an error is not ascertainable from the data shown on the final or parcel map.

(Amended by Stats. 2001, Ch. 176, Sec. 32. Effective January 1, 2002.)

State of California

GOVERNMENT CODE

Section 66434.2

66434.2. (a) On or after January 1, 1987, a city or county may, by ordinance, require additional information to be filed or recorded simultaneously with a final or parcel map. The additional information shall be in the form of a separate document or an additional map sheet which shall indicate its relationship to the final or parcel map, and shall contain a statement that the additional information is for informational purposes, describing conditions as of the date of filing, and is not intended to affect record title interest. The document or additional map sheet may also contain a notation that the additional information is derived from public records or reports, and does not imply the correctness or sufficiency of those records or reports by the preparer of the document or additional map sheet.

(b) Additional survey and map information may include, but need not be limited to: building setback lines, flood hazard zones, seismic lines and setbacks, geologic mapping, and archaeological sites.

(Added by Stats. 1985, Ch. 883, Sec. 2.)

State of California

GOVERNMENT CODE

Section 66472.1

66472.1. In addition to the amendments authorized by Section 66469, after a final map or parcel map is filed in the office of the county recorder, the recorded final map may be modified by a certificate of correction or an amending map, if authorized by local ordinance, if the local agency finds that there are changes in circumstances that make any or all of the conditions of the map no longer appropriate or necessary and that the modifications do not impose any additional burden on the fee owners of the real property, and if the modifications do not alter any right, title, or interest in the real property reflected on the recorded map, and the local agency finds that the map as modified conforms to Section 66474. Any modification shall be set for public hearing as provided for in Section 66451.3. The local agency shall confine the hearing to consideration of, and action on, the proposed modification.

(Amended by Stats. 2007, Ch. 343, Sec. 13. Effective January 1, 2008.)

State of California

GOVERNMENT CODE

Section 66474

66474. A legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

(a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

(b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

(c) That the site is not physically suitable for the type of development.

(d) That the site is not physically suitable for the proposed density of development.

(e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

(f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

(g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

(Amended by Stats. 1982, Ch. 518, Sec. 4.)

State of California

GOVERNMENT CODE

Section 66451.3

66451.3. (a) Unless otherwise provided by this division, notice of a hearing held pursuant to this division shall be given pursuant to Sections 65090 and 65091.

(b) If the proposed subdivision is a conversion of residential real property to a condominium project, community apartment project, or stock cooperative project, the notice shall also be given by the local agency by United States mail to each tenant of the subject property, and shall also include notification of the tenant's right to appear and be heard. The requirements of this subdivision may be satisfied by service of the notice in compliance with the requirements for service of legal process by mail.

(c) Pursuant to Section 66451.2, fees may be collected from the subdivider for expenses incurred under this section.

(d) Any interested person may appear at the hearing and shall be heard.

(Amended by Stats. 1984, Ch. 1009, Sec. 30.)



COUNTY OF DEL NORTE
COMMUNITY DEVELOPMENT DEPARTMENT
981 H STREET, SUITE 110
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DATE: December 4, 2021

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Heidi Kunstal, Director of Community Development *Heidi Kunstal*

SUBJECT: Introduction of Ordinance adding Chapters 16 and 17 to Title 14 Buildings and Construction for Expedited Permit Review for Electric Charging Stations and Small Residential Rooftop Solar Energy Systems

RECOMMENDATION FOR BOARD ACTION: Staff recommends that the Board take the following actions:

- 1) Introduce the attached Ordinance by title and waive the first reading;
- 2) Set the Ordinance for adoption at the January 11, 2022, Regular Meeting of the Board of Supervisors;
- 3) Direct the Clerk of the Board to publish the pre-adoption summary of the ordinance and to post a certified copy of the full text of the proposed Ordinance in the Office of the Board of Supervisors, both publication and posting must be done at least five (5) days prior to the Board meeting at which the ordinance will be adopted; and
- 4) Direct the Clerk of the Board, within 15 days after adoption of the Ordinance, to publish a post-adoption summary of the Ordinance with the names of the Supervisors voting for and against the Ordinance, and to post in the Office of the Board of Supervisors a certified copy of the full text of the adopted Ordinance and amendments along with the names of those supervisors voting for or against the Ordinance.

SUMMARY/DISCUSSION: Two bills were adopted by the State Legislature requiring the expediting of building permit applications for electric vehicle charging stations and small residential rooftop solar energy systems. While the expediting of these permit types has been in practice by the Building Inspection Division since the laws became effective, the County Code has not been updated nor has the Division's website been updated. Working with County Counsel, staff prepared draft Chapter 16 – Expedited Permitting for Electric Vehicle Charging Station and draft Chapter 17 – Expedited Permitting for Small Residential Solar Energy. If approved, both Chapters will be added to Title 14 Buildings and Construction. Below is background and overview of each new Chapter.

Chapter 16 Expedited Permitting for Electric Vehicle Charging Station

In the 2015-2016 Session Year, Assembly Bill 1236 (Chiu and Low) was approved by the State Legislature and the Governor. The purpose of the new law is to implement consistent statewide standards for the timely and cost-effective installation of electric vehicle charging stations. The lack of certainty and uniformity in the local permitting of electric vehicle charging stations was seen as an obstacle to achieving former Governor Brown's Executive Order to have adequate zero emission vehicle (ZEV) infrastructure in place to support 1.5 million ZEV by 2025. Cities and Counties with less than 200,000 in population were given until September 30, 2017, to implement the new law.

The new standards include the implementation of an expedited administrative review process that includes a checklist for all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The County's draft ordinance complies with all standards established in the state law. One requirement established by the law, now codified as Government Code § 65850.7 (attached), is that the ordinance development shall be in consultation with the local fire department. Letters were emailed to each local fire chief in November 2021 with a copy of the draft ordinance. Chief Gillespie of the Crescent City Fire and Rescue Protection suggested that the definition of the electric vehicle charging station listed in Section 14.16.30.C be amended as follows with the added language shown with an underscore:

C. Electric vehicle charging station.

An electric vehicle charging station, also called EV charging station, electric recharging point, charging point, charge point and EVSE (electric vehicle supply equipment), is an element in an infrastructure that supplies electric energy for the recharging of electric vehicles, such as plug-in electric vehicles, including electric cars, neighborhood electric vehicles and plug-in hybrids. The electric vehicle charging station shall conform to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.

Staff concurs with Chief Gillespie's suggested and has included it in the draft ordinance. The same language was already included in the draft small residential solar energy ordinance described below.

Chapter 17 – Expedited Permitting for Small Residential Solar Energy

In the 2013-2014 Session Year, Assembly Bill 2188 (Muratsuchi) was approved by the State Legislature and the Governor to amend state law to require cities and counties to adopt an ordinance by September 30, 2015, that created an expedited streamlined permitting process for small residential rooftop solar energy system. The bill requires jurisdictions to inspect small residential rooftop solar energy systems eligible for expedited review in a timely manner. The law was further amended in the 2019-2020 Session Year by Assembly Bill 754 (Grayson) that requires no later than January 1, 2021, an application to install a solar energy system shall include a reference to the requirement to notify the appropriate regional notification center of an excavator's intent to excavate, pursuant state law, before conducting an excavation, including, but not limited to, installing a grounding rod.

The new standards include the implementation of an expedited administrative review process that includes a checklist for all requirements with small residential rooftop solar energy systems shall comply with in order to be eligible for expedited review. The County's draft ordinance complies with all standards established in the state law. One requirement established by the law, now codified as Government Code § 65850.5 (attached), is that the ordinance development shall be in consultation with the local fire department. Letters were emailed to each local fire chief in September 2021 with a copy of the draft ordinance. No comments were received.

Conclusion

Approval of the ordinance will allow the County to comply with state law and provide clearer direction to the public with regard to the processing of building permit applications for electric vehicle charging stations and small residential rooftop solar energy systems.

ATTACHMENTS:

1. Summary for Publication
2. Proposed Ordinance
3. Government Code referenced in Board Report

ALTERNATIVES: The Board could choose not to adopt the Ordinance.

FINANCING: N/A

CHILDREN'S IMPACT STATEMENT:

This section meets 2 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☒ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT: None.

SIGNATURE REQUIRED: Chairperson of the Board of Supervisors

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR: Honorable Clinton Schaad
- ☐ COUNTY ADMINISTRATIVE OFFICER: Neal Lopez
- ☒ COUNTY COUNSEL:
- ☐ PERSONNEL:
- ☐ OTHER DEPARTMENT:

PRINTING ACCOUNT:

- | | | | |
|-----------------------------------|---------------|----------------------------------------------|---------------|
| <input type="checkbox"/> CDD | 101-260-20221 | <input type="checkbox"/> EH | 101-410-20221 |
| <input type="checkbox"/> CE | 101-416-20221 | <input checked="" type="checkbox"/> Building | 101-261-20221 |
| <input type="checkbox"/> Planning | 101-258-20221 | <input type="checkbox"/> Engineering | 101-183-20221 |
| <input type="checkbox"/> CSA | 307-077-20221 | <input type="checkbox"/> Roads | 102-311-20221 |
| <input type="checkbox"/> Other | _____ | | |

SUMMARY FOR PUBLICATION PRIOR TO ADOPTION OF ORDINANCE

(The summary shall be published and a certified copy of the full text of the proposed ordinance shall be posted in the office of the Clerk of the Board of Supervisors at least five (5) days prior to the Board of Supervisors meeting at which the proposed ordinance is to be adopted.)

SUMMARY

On _____, 2022, at its regularly scheduled Board meeting, the Del Norte County Board of Supervisors will consider for adoption a proposed ordinance adding Chapter 16 related to providing an expedited streamlined process for electric vehicle charging stations and Chapter 17 related to expedited permitting for small residential rooftop solar energy systems to Title 14 of the Del Norte County Code.

The text of the proposed ordinance is available from the Clerk of the Board, 981H Street, Suite 200, Crescent City, CA.

SUMMARY FOR PUBLICATION AFTER ADOPTION OF ORDINANCE

(The summary shall be published within fifteen (15) days after the adoption of the ordinance.)

SUMMARY

On _____, 2022, at its regularly scheduled Board meeting, the Del Norte County Board of Supervisors considered for adoption a proposed ordinance adding Chapter 16 related to providing an expedited streamlined process for electric vehicle charging stations and Chapter 17 related to expedited permitting for small residential rooftop solar energy systems to Title 14 of the Del Norte County Code.

A copy of the ordinance is posted in the office of the Clerk of the Board of Supervisors.

The votes were:

Ayes:

Noes:

Absent:

**BOARD OF SUPERVISORS
COUNTY OF DEL NORTE, STATE OF CALIFORNIA**

ORDINANCE NO. 2022-____

**AN ORDINANCE ADDING CHAPTER 16 RELATED TO PROVIDING AN
EXPEDITED STREAMLINED PROCESS FOR ELECTRIC VEHICLE CHARGING
STATIONS AND CHAPTER 17 RELATED TO EXPEDITED PERMITTING FOR
SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS TO TITLE 14 OF
THE DEL NORTE COUNTY CODE**

The following ordinance, consisting of four sections, was passed and adopted by the Board of Supervisors of the County of Del Norte, State of California, at a regular meeting of the Board of Supervisors held on the ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

TBD, Chair
Del Norte County Board of Supervisors
State of California

ATTEST:

Kylie Goughnour
Clerk of the Board of Supervisors
County of Del Norte County

Approved as to form:

Joel Campbell-Blair
Del Norte County Counsel

The Board of Supervisors of the County of Del Norte ordains as follows:

SECTION 1: ADD Expedited Permitting for Electric Vehicle Charging Chapter to Title 14

Chapter 16 of Title 14 is added to Del Norte County Code to read as follows:

Title: 14 – Buildings and Construction
Chapter: 16 – Expedited Permitting for Electric Vehicle Charging Station
Section: 10 – Administrative Permit

- A. Consistent with Government Code Section 65850.7, the chief building official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The county's adopted checklist shall be published on the county's website.
- B. The building inspection division shall adopt an administrative, nondiscretionary expedited review process for electric vehicle charging stations, and a checklist. The checklist shall set forth all requirements with which the electric vehicle charging stations must comply in order to be eligible for expedited review. The chief building official is hereby authorized and directed to develop such checklist and procedures.
- C. The electric vehicle charging station permit process and checklists shall substantially conform to the recommendations for expedited permitting, including the checklists contained in the most current version of the electric zero emissions vehicles in California: Community Readiness Guide Book adopted by the Governor's Office of Planning and Research.
- D. The checklists for electric vehicle charging stations adopted by the building inspection division, as well as all other required permitting documentation shall be published on the county's website. If the building inspection division modifies the checklists and standard plans found in the zero emissions vehicles in California: Community Readiness Guide Book, the division shall document the unique climactic, geological, seismological or topographical conditions requiring such modifications and shall also include such documentation on the county's website.

Title: 14 – Buildings and Construction
Chapter: 16 – Expedited Permitting for Electric Vehicle Charging Station

Section: 20 – Exemptions

This chapter shall only apply to the installation of electric vehicle charging stations. Nothing in this chapter is intended to abrogate any permitting process or approval required of other aspects of a proposed project. .

Title: 14 – Buildings and Construction

Chapter: 16 – Expedited Permitting for Electric Vehicle Charging Station

Section: 30 – Definitions

The following terms shall have the following meanings:

- A. Electronic submittal. The utilization of one or more of the following:
 - 1. Email;
 - 2. Internet;
 - 3. Facsimile.
- B. Electric vehicle.
An electric vehicle (EV), also referred to as an electric drive vehicle, uses one or more electric motors or traction motors for propulsion. An electric vehicle may be powered through a collector system by electricity from off-vehicle sources, or may be self- contained with a battery or generator to convert fuel to electricity.
- C. Electric vehicle charging station.
An electric vehicle charging station, also called EV charging station, electric recharging point, charging point, charge point and EVSE (electric vehicle supply equipment), is an element in an infrastructure that supplies electric energy for the recharging of electric vehicles, such as plug-in electric vehicles, including electric cars, neighborhood electric vehicles and plug-in hybrids.

Title: 14 – Buildings and Construction

Chapter: 16 – Expedited Permitting for Electric Vehicle Charging Station

Section: 40 – Application Review

- A. The applicant may submit the application and related documentation for an electric vehicle charging station by electronic submittal, with all required permit processing and inspection fees, as specified on the county's website. Electronic signatures shall be accepted by the building inspection division on all electronic submittals in lieu of a wet signature.
- B. An application for an electric vehicle charging station shall be deemed complete when the building inspection division staff determines that the application satisfies all the information requirements in the checklists.
- C. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

- D. Applications for electric vehicle charging station shall be administratively reviewed and approved by the chief building official as nondiscretionary permits within a reasonable time following receipt of a complete application that meets the requirements of the county's approved checklists, and payment of all required permit processing and inspection fees.
- E. The building inspection division may require the applicant to apply for a use permit pursuant to Title 20 or Title 21 of the Del Norte County Code and all provisions of those sections of the applicable title (Title 20-inland, Title 21- coastal) of Del Norte County Code shall apply if the building inspection division makes written findings, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact on the public health and safety.
- F. Approval of an application for an electric vehicle charging station shall not be based or conditioned on the approval of an association, as defined in section 4080 of the Civil Code.

Title: 14 – Buildings and Construction
Chapter: 16 – Expedited Permitting for Electric Vehicle Charging Station
Section: 50 – Inspection

The inspection shall be completed in a timely manner.

Title: 14 – Buildings and Construction
Chapter: 17 – Expedited Permitting for Small Residential Rooftop Solar Energy Systems
Section: 10 – Intent

Pursuant to Government Code Section 65850.5, it is the intent of this chapter to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

Title: 14 – Buildings and Construction
Chapter: 17 – Expedited Permitting for Small Residential Rooftop Solar Energy Systems
Section: 20 – Small Residential Rooftop Solar System Defined

“Small residential rooftop solar energy system” means all of the following:

- A. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
- B. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.
- C. A solar energy system that is installed on a single or duplex family dwelling.
- D. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

Title: 14 – Buildings and Construction
Chapter: 17 – Expedited Permitting for Small Residential Rooftop Solar Energy Systems
Section: 30 – Systems Checklists and Standard Plans

- A. The building inspection division shall adopt an administrative, nondiscretionary expedited review process for small residential rooftop solar energy systems, including standard plans and checklists. The checklists shall set forth all requirements with which the small residential rooftop solar energy system must comply in order to be eligible for expedited review. The building official is hereby authorized and directed to develop such checklist and procedures.
- B. The small residential rooftop solar system permit process, standard plans, and checklists, shall substantially conform to the recommendations for expedited permitting, including the checklists and standard plans, contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.
- C. The checklists and standard plans for small residential rooftop solar energy systems adopted by building inspection division, as well as all other required permitting documentation shall be published on the county's website. If the building inspection division modifies the checklists and standard plans found in the California Solar Permitting Guidebook, the division shall document the unique climactic, geological, seismological or topographical conditions requiring such modifications and shall include such documentation on the county's website.

Title: 14 – Buildings and Construction
Chapter: 17 – Expedited Permitting for Small Residential Rooftop Solar Energy Systems
Section: 40 – Application Review

- A. The applicant may submit the application and related documentation for a small residential rooftop solar energy system by electronic submittal, with all required permit processing and inspection fees, as specified on the county's website. Electronic signatures shall be accepted by the building inspection division on all electronic submittals in lieu of a wet signature.
- B. An application for a small residential rooftop solar energy system shall be deemed complete when the building inspection division staff determines that the application satisfies all the information requirements in the checklists and standard plans.
- C. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant

for resubmission.

- D. Applications for small residential rooftop solar energy systems shall be administratively reviewed and approved by the building official as nondiscretionary permits within a reasonable time following receipt of a complete application that meets the requirements of the county's approved checklists, standards plans, and payment of all required permit processing and inspection fees.
- E. The building inspection division may require the applicant to apply for use permit, including a plot plan or site plan pursuant to Title 20 or Title 21 of the Del Norte County Code and all provisions of those sections of the applicable title (Title 20- inland, Title 21- coastal) of Del Norte County Code shall apply if the division makes written findings, based on substantial evidence, that the proposed small residential rooftop solar energy system could have a specific, adverse impact on the public health and safety.
- F. Approval of an application for a small residential rooftop solar energy system shall not be based or conditioned on the approval of an association, as defined in section 4080 of the Civil Code.
- G. Approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility.

Title: 14 – Buildings and Construction

Chapter: 17 – Expedited Permitting for Small Residential Rooftop Solar Energy Systems

Section: 50 – Inspection

- A. Only one inspection shall be required and performed by staff for small residential rooftop solar energy systems eligible for expedited review.
- B. The inspection shall be completed in a timely manner.
- C. A separate fire inspection may be performed if an agreement with the local fire authority does not exist to perform safety inspections on behalf of the fire authority.
- D. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this section.

State of California

GOVERNMENT CODE

Section 65850.7

65850.7. (a) The Legislature finds and declares all of the following:

(1) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern.

(2) It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of electric vehicle charging stations and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install electric vehicle charging stations.

(3) It is the policy of the state to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use.

(4) It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for charging stations so long as the action does not supersede the building official's authority to identify and address higher priority life-safety situations.

(b) A city, county, or city and county shall administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install an electric vehicle charging station shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city, county, or city and county makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city, county, or city and county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.

(f) (1) An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2016, every city, county, or city and county with a population of 200,000 or more residents, and, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents, shall, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, adopt an ordinance, consistent with the goals and intent of this section, that creates an expedited, streamlined permitting process for electric vehicle charging stations. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, or city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. However, the city, county, or city and county may establish a process to prioritize competing applications for expedited permits. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. An application submitted to a city, county, or city and county that owns and operates an electric utility shall demonstrate compliance with the utility's interconnection policies prior to approval.

(2) The checklist and required permitting documentation shall be published on a publicly accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research. A city, county, or city and county may adopt

an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) A city, county, or city and county shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.

(i) The following definitions shall apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(4) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(Added by Stats. 2015, Ch. 598, Sec. 1. (AB 1236) Effective January 1, 2016.)

State of California

GOVERNMENT CODE

Section 65850.5

65850.5. (a) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern. It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems. It is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use. It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

(b) A city or county shall administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install a solar energy system shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city or county makes a finding, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety, the city or county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install a solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible.

(f) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) Solar energy systems for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the California Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(4) No later than January 1, 2021, an application to install a solar energy system shall include a reference to the requirement to notify the appropriate regional notification center of an excavator's intent to excavate, pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1, before conducting an excavation, including, but not limited to, installing a grounding rod.

(5) No later than January 1, 2021, the Office of Planning and Research shall add a reference to the California Solar Permitting Guidebook regarding the requirement to notify the appropriate regional notification center of an excavator's intent to excavate pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1, before conducting an excavation, including, but not limited to, installing a grounding rod.

(6) A city, county, or city and county shall not be liable for any damages associated with the failure of a person required to obtain a solar energy system permit to notify the appropriate regional notification center of an intended excavation.

(g) (1) On or before September 30, 2015, every city, county, or city and county, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, shall adopt an ordinance, consistent with the goals and intent of subdivision (a), that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, and city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(2) The checklist and required permitting documentation shall be published on a publically accessible internet website if the city, county, or city and county has an

internet website and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county shall substantially conform its expedited, streamlined permitting process with the recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook and adopted by the Governor's Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection, except that a separate fire safety inspection may be performed in a city, county, or city and county that does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

(i) A city, county, or city and county shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.

(j) The following definitions apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. A city, county, or city and county shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.

(2) "Electronic submittal" means the utilization of one or more of the following:

- (A) Email.
- (B) The Internet.
- (C) Facsimile.

(3) "Small residential rooftop solar energy system" means all of the following:

(A) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(B) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.

(C) A solar energy system that is installed on a single or duplex family dwelling.

(D) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(4) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code.

(5) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(Amended by Stats. 2019, Ch. 494, Sec. 2. (AB 754) Effective January 1, 2020.)



COUNTY OF DEL NORTE

981 H Street, Suite 150
CRESCENT CITY CA 95531-3917

TREASURER-TAX COLLECTOR
Barbara M. Lopez

Telephone: 707-464-7283
Fax: 707-464-7247

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Barbara M. Lopez, Treasurer-Tax Collector

SUBJECT: Establish 2022 Cannabis Tax Rates

32

RECOMMENDATION FOR BOARD ACTION:

Adopt a Resolution to set tax rates for cannabis retail and manufacturing transactions within the range approved by voters in Measure B for calendar year 2022.

SUMMARY:

Revenue and Taxation Code Section 34021.5 authorizes a County to impose a tax on the "privilege of cultivating, manufacturing, producing, processing, preparing, storing, providing, donating, selling, or distributing cannabis or cannabis products by a license operator under Division 10 (commencing with Section 26000) of the Business and Professions Code". More generally, Revenue and Taxation Code Section 7284 authorizes the Board of Supervisors to fix a tax upon every lawful business transacted in the unincorporated area of the County.

Article XIII C of the California Constitution and Government Code Section 53724 require that an ordinance proposing a general tax shall be submitted to the electorate of the local government and approved by a majority vote. On May 8, 2018, the Board of Supervisors adopted the Del Norte County Cannabis Tax Ordinance and, by resolution, submitted the ordinance to the electorate at the November 6, 2018 General Election. The ordinance, on ballot as Measure B, was approved by a majority of the voters.

Measure B imposed a tax on gross receipts of a retailer of adult-use cannabis of not less than two (2%), nor more than six percent (6%), and on gross receipts of a cannabis manufacturer of not less than one (1%), nor more than three percent (3%), and the specific tax rate, within those voter approved ranges, shall be set by the Board of Supervisors annually by Resolution. It is therefore necessary for the Board to select tax rates within the approved range for 2022.

ALTERNATIVE:

Do not adopt a specific tax rate. Direct staff to return with a tax rate proposal.

FINANCING:

None

CHILDREN'S IMPACT STATEMENT:

This section meets Choose an item of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☐ Communities are safe and provide a high quality of life.
- ☒ No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT:

Del Norte County Counsel

SIGNATURE REQUIRED:

Board Chair

ADMINISTRATIVE SIGN-OFF:

- ☐ AUDITOR:
- ☐ COUNTY ADMINISTRATIVE OFFICER: Jay Sarina
- X COUNTY COUNSEL: Elizabeth Cable
- ☐ PERSONNEL:
- ☐ OTHER DEPARTMENT:

**COUNTY OF DEL NORTE STATE OF CALIFORNIA
RESOLUTION NO. 2021-**

**RESOLUTION OF THE DEL NORTE COUNTY BOARD OF SUPERVISORS SETTING
THE CANNABIS TAX RATES**

WHEREAS, Revenue and Taxation Code § 34021.5 authorizes a county to “impose a tax on the privilege of cultivating, manufacturing, producing, processing, preparing, storing, providing, donating, selling, or distributing cannabis or cannabis products by a licensee operating under Division 10 (commencing with Section 26000) of the Business and Professions Code”;

WHEREAS, Revenue and Taxation Code §7284 authorizes the Board of Supervisors to fix a tax upon every kind of lawful business transacted in the unincorporated area of the county;

WHEREAS, the Del Norte Cannabis Tax Ordinance imposes a general tax which may be spent for unrestricted general revenue purposes, was approved by the Board of Supervisors and submitted to the electorate as Measure B. At the General Election held November 6, 2018, Measure B was approved by more than 62 percent of the voters.

WHEREAS, the Del Norte Cannabis Tax Ordinance provides for a tax on the gross receipts of a retailer of adult-use cannabis of not less than two nor more than six percent, and on the gross receipts of a cannabis manufacturer of not less than one, nor more than three percent, and the specific tax rate, within those voter approved ranges, shall be set by the Board of Supervisors by resolution;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to the Del Norte Cannabis Tax Ordinance:

1. The tax rate for a retailer of adult-use cannabis shall be _____ percent of gross receipts;
2. The tax rate for a cannabis manufacturer shall be _____ percent of gross receipts.

PASSED AND ADOPTED this 14th day of December, 2021.

AYES:

NOES:

ABSENT:

Chris Howard, Chair
Board of Supervisors
Del Norte County, California



COUNTY OF DEL NORTE

DEPARTMENT OF AGRICULTURE

2650 Washington Boulevard
Crescent City, California 95531
Phone (707) 464-7235 Fax (707) 465-6044

NOV 09 2021

Justin Riggs
Agricultural Commissioner
Sealer of Weights and Measures
Director of Animal Control

33

DATE: November 4, 2021

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Justin Riggs, Agricultural Commissioner *JR*

SUBJECT: Budget Transfer Request – Transfer of Funds from the Miscellaneous Revenues and Expenditures Budget Unit to the Department of Agriculture's Budget Units

RECOMMENDATION FOR BOARD ACTION:

Approve the following Budget Transfer Requests:

- 1) Transfer of \$33,000 from the Miscellaneous Revenues and Expenditures Budget Unit's Asset – Vehicles line item to the Department of Agriculture's Agricultural Division Budget Unit's Vehicle expenditure line item.

SUMMARY/DISCUSSION:

As part of the final FY 21/22 Countywide Budget funding was allocated in the Miscellaneous Revenues and Expenditures Budget unit for the replacement of aging County vehicles. Departments were asked to provide a detailed vehicle inventory that prioritized vehicles by condition and the need for replacement. The Department of Agriculture was identified as having a vehicle that qualifies for replacement. The Department of Agriculture's Agricultural division will replace a 2002 Dodge Dakota 4x4 Pickup with 148,165 miles. This vehicle has been incurring excessive maintenance costs and replacement will allow us to better maintain the rest of our fleet.

A number of our agricultural programs require staff being able to access areas that require a four wheel drive vehicle. Programs that currently require this type of vehicle include pest detection, pest management, pest eradication, pest exclusion, pesticide use enforcement and industrial hemp. Inability to reach 4 wheel drive access sites would result in lost revenue and leave us unable to fulfill all of our mandates. Our Agricultural division's 4 wheel drive vehicle also serves as an emergency animal control vehicle when a 4x4 is required. Lastly this vehicle will allow staff to travel

to training sessions and meetings more safely in the winter as our existing 4x4 isn't reliable enough.

Department of Agriculture staff has obtained adequate documentation to procure the replacement vehicle (i.e. minimum of 3 bids). It was determined that a Ford Explorer was preferred as it is more practical for the day to day needs of the department. Included with this report is a spreadsheet summarizing the responsive bids and identifying them by ranking. The lowest bid was from Butler Ford for the purchase of a 4 wheel drive Ford Explorer. A summary for each is included with this report.

Staff requests that the Board consider the attached Budget Transfer Request which would transfer \$33,000 from the Miscellaneous Revenues and Expenditures Budget Unit's Asset – Vehicles line item (101 100 40621) to the Department of Agriculture Agricultural Division's budget unit's vehicle expenditure line item (101 251 40620-600). The total amount of the purchase price on the Budget Transfer Request is shown as twice the purchase price to reflect the double entry accounting required to balance the transfers within each Fund. As you will note, the total amounts shown on the Budget Transfer Request is \$66,000 respectively, while the actual amount of funds being transferred to the Department of Agriculture for the vehicle purchase is \$33,000.

The prices are inclusive of DMV Fees and California Sales Tax and delivery fee. This vehicle will be added to the Department's Fixed Asset Inventory and the (old vehicle) will be transferred to County surplus.

ALTERNATIVES: Select alternative bid which would result in a higher cost to the County General Fund.

FINANCING: General Fund

CHILDREN'S IMPACT STATEMENT:

This section meets 1 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT: None.

SIGNATURE REQUIRED: Chairperson of the Board of Supervisors, County Auditor/Controller, County Administrative Officer

ADMINISTRATIVE SIGN-OFF:

☒ AUDITOR: Honorable Clinton Schaad



☒ COUNTY ADMINISTRATIVE OFFICER: Neal Lopez

☐ COUNTY COUNSEL:

☐ PERSONNEL:

☐ OTHER DEPARTMENT:

Del Norte County Budget Transfer Request

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s)	
					Reduce Expenditures or Increase Revenue	Increase Expenditures or Reduce Revenue
Misc. Rev & Exp	101	100	40621	Asset - Vehicle	\$ 33,000	
Misc. Rev & Exp.	101	100	70530-185	Interfund Misc.		\$ 33,000
Agriculture Department	101	251	70900-720	Interfund Misc.	\$ 33,000	
Agriculture Department	101	251	40620	Fixed Asset		\$ 33,000
Department complete and send to Auditor's Office for transfer number before sending to CAO. Round amounts up to whole dollars.					Total Amounts	
					\$ 66,000	\$ 66,000

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why request can't be delayed to next budget year.

Justin Kays
Department Head Signature

11/6/21
Date

Auditor-Controller:

(Under \$10,000 joint approval from Auditor's Office and CAO's Office)

Dei
Deputy Auditor-Controller

11/16/21
Date

TR No. _____

Budget Revision No. 11-04 BT

☒ Includes Revenue Appropriation ☒ Requires 4/5ths Vote

County Administrative Officer:

(Under \$10,000 joint approval from Auditor's Office and CAO's Office)

Recommendation: _____

Approve _____

Deny _____

Submit for Board approval ☒

NBO
County Administrative Officer

12/6/21
Date

Passed by Board of Supervisors of Del Norte County on _____

Ayes:

Noes:

Absent:

Attest: Clerk of the Board

By: _____

Chairperson
Board of Supervisors

Bid Comparison Vehicle Purchase Information

Dealer	Vehicle	Color	Total Cost	Notes:	Rank
Butler Ford 1977 Highway 99 N Ashland, OR 97520	2022 Ford Explorer K8B0 Explorer Base 4WD	Black	\$32,645.60	Vehicle Cost: \$29,496.00 CA DMV License Fees and tax: \$2,949.60 Delivery Fee: \$200.00	1
Corning Ford 2280 Short Dr. Corning, CA 96021	2021 Ford Explorer AWD	White	\$35,565.00	Vehicle Cost: \$32,858.00 CA Tax: \$2,816.22	2
Crater Lake Ford 2611 Biddle Rd. Medford, OR 97504	2022 Ford Explorer K8B0 Explorer Base 4WD	White	\$36,540.00	Vehicle Cost: \$35,245.00 Destination & Delivery: \$1295.00	3

Butler Ford

COUNTY OF DEL NORTE
DEPARTMENT OF AGRICULTURE

ONE (1) 2022 FORD EXPLORER BASE

Dealer Rep.

Keith Devenport

Type GOVERNMENT FLEET

Vehicle Line

Explorer

Order Code 1234

Customer Name COUNTY OF DEL NORTE

Priority Code 19

Model Year 2022

Price Level 220

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8B0 EXPLORER BASE 4WD	\$35100	.10-SPEED AUTO TRANSMISSION	\$0
.119 INCH WHEELBASE	\$0	P255/65R18 A/S BSW TIRES	\$0
	\$0	CV LOT MANAGEMENT	\$0
CLOTH SEATS	\$0	50 STATE EMISSIONS	\$0
SANDSTONE INTERIOR	\$0	FUEL CHARGE	\$0
EQUIPMENT GROUP 100A	\$0	PRICED DORA	\$0
.18" 5-SPOKE PAINTED ALUM WHLS	\$0	DESTINATION & DELIVERY	\$1245
.2.3L ECOBOOST I-4 ENGINE	\$0		
TOTAL BASE AND OPTIONS			MSRP \$36345
DISCOUNTS			NA
TOTAL			\$36345
			\$36,345.00
MSRP			\$35,307.00
INVOICE BEFORE DISCOUNT			
INVOICE AFTER CONCESSIONS AND			
DEALER COST			\$29,463.00
OREGON TRIP PERMIT			\$33.00
TOTAL WITHOUT CA. DMV AND TAXES			\$29,496.00
*** est. 10% DMV AND TAX TO BE DONE BY THE CLIENT ***			\$2,949.60
TOTAL WITH CA. DMV AND TAX			\$32,445.60

**** BUTLER FORD CANNOT GUARANTEE A DELIVERY DATE**

**** ADD \$200.00 FOR DELIVERY IF NEEDED**

BUTLER FORD
1977 HIGHWAY 99 N
ASHLAND, OREGON
97520

KEITH DEVENPORT
BUTLER FORD FLEET MANAGER
 keithdevenport@butlerman.com
 541-482-2521



COUNTY OF DEL NORTE

Preview Order 1234 - K8B - Base 4WD:

DEPARTMENT OF AGRICULTURE

Dealership Name: Butler Ford

ONE (1) 2022 FORD EXPLORER WITH TRAIL TOW

Sales Code : F72455

Dealer Rep.

Keith Devenport

Type GOVERNMENT FLEET

Vehicle Line

Explorer

Order Code 1234

Customer Name COUNTY OF DEL NORTE

Priority Code 19

Model Year 2022

Price Level 220

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K880 EXPLORER BASE 4WD	\$35100	.10-SPEED AUTO TRANSMISSION	\$0
.119 INCH WHEELBASE	\$0	P255/65R18 A/S BSW TIRES	\$0
	\$0	CV LOT MANAGEMENT	\$0
CLOTH SEATS	\$0	50 STATE EMISSIONS	\$0
SANDSTONE INTERIOR	\$0	CLASS IV TRAILER TOW PACKAGE	\$545
EQUIPMENT GROUP 100A	\$0	FUEL CHARGE	\$0
.18" 5-SPOKE PAINTED ALUM WHLS	\$0	PRICED DORA	\$0
.2.3L ECOBOOST I-4 ENGINE	\$0	DESTINATION & DELIVERY	\$1245
TOTAL BASE AND OPTIONS			MSRP
DISCOUNTS			\$36890
TOTAL			NA
			\$36890
MSRP			\$36,890.00
INVOICE BEFORE DISCOUNT			\$35,852.00
INVOICE AFTER CONCESSIONS AND			
DEALER COST			\$30,008.00
OREGON TRIP PERMIT			\$33.00
TOTAL WITHOUT CA. DMV AND TAXES			\$30,041.00
est. 10% DMV AND TAX TO BE DONE BY THE CLIENT			\$3,004.10
TOTAL WITH CA. DMV AND TAX			\$33,045.10

** BUTLER FORD CANNOT GUARANTEE A DELIVERY DATE

** ADD \$200 FOR DELIVERY IF NEEDED

BUTLER FORD
1977 HIGHWAY 99 N
ASHLAND, OREGON
97520

KEITH DEVENPORT
BUTLER FORD FLEET MANAGER
keithdevenport@butlerman.com
541-482-2521

2022 EXPLORER BASE STANDARD EQUIPMENT

The following features are standard on the 2022MY Explorer:

MECHANICAL

- Electric Parking Brake
- Engine – 2.3L EcoBoost® I-4 with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Standard-Duty Front and Rear Brake Calipers
- Transmission – 10-Speed Automatic

EXTERIOR

- 17.9 Gallon Fuel Tank
- Active Grille Shutters (Not available with the Fleet Only optional 3.3L Ti-VCT V6 FFV Engine on Base)
- Black – Molded-in-Color
 - Door Handles
 - Grille
 - Liftgate Scuff
 - Lower Bodyside Cladding
 - Wheelip Molding
- Body-Color
 - Bumpers, Front and Rear (Body-Color Upper, Black Lower)
 - Rear Spoiler
- Chrome Liftgate Appliqué
- Configurable Daytime Running Lamps (DRL) (Activates LED Low Beam Headlamps with Courtesy Delay)
- Easy Fuel® Capless Fuel Filler
- Front Air Curtain
- LED Taillamps with Amber Turn Signals
- Power Liftgate
- Privacy Glass – Second Row, Third Row and Liftgate
- Roof-Mounted Antenna
- Tires
 - P255/65R18 All-Season (A/S) BSW
 - Mini Spare
- Wheels – 18" Five-Spoke Sparkle Silver-Painted Aluminum
- Wipers
 - Windshield – Variable Intermittent/Continuous
 - Rear Window – Single-Speed Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console – Front
 - Armrest
 - Storage Bin
- Climate Control
 - Tri-Zone Electronic Temperature Control
 - Cabin Particulate Air Filter
 - Rear Auxiliary Controls
- Cruise Control
- Beverage Holders (10) – Front Row, four (4), Second Row, four (4), Third Row, two (2)
- Door-Sill Scuff Plates, Front and Rear – Black Molded-in-Color (MIC), embossed with "EXPLORER"
- Driver and Front Passenger Seat Back Map Pockets
- Driver's Side Footrest
- Enhanced Interior Finishes
 - Satin Silver Twilight Color on Center Stack
 - High Gloss Black Color on Center Stack Buttons
- Floor Mats – Black Carpet, Front and Second Rows
- Grab Handles – Front-Passenger, Second Row – two (2), includes Coat Hooks
- Illuminated Visor Vanity Mirrors (Driver and Front Passenger)
- Instrument Panel Appliqués – Ebony
- Instrument Panel Cluster
 - 4.2" Color LCD Productivity Screen
 - Message Center
 - Outside Temperature Display
 - Trip Computer
- Interior Environment – Sandstone
- Lighting
 - Front Overhead Console Mounted Map Lights
 - Illuminated Entry System
 - Rear Cargo Area Light
 - Second and Third Row Dome Lights
- Locking Glove Box
- Overhead Console with Sunglasses Storage

INTERIOR/COMFORT (continued)

- Powerpoints (12V) – five (5)
 - Front row; one (1) in Media Hub, one (1) in center console
 - Second row; two (2) in rear section of center console
 - Rear Cargo Area; one (1)
- Rotary Gear Shift Dial
- Seats (Refer to the Color & Trim Availability section for additional information)
 - Cloth
 - Front Row Captain's Chairs
 - 8-way Power Driver's Seat
 - 4-way Manual Front Passenger
 - Second Row – 35/30/35 Split-Fold-Flat and Reclining Outboard Seats with E-Z Entry¹ (Manual fore/aft adjustable seat on "35" section only)
 - Third Row – 50/50 Split-Fold-Flat (Manual)
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel with Mounted Features
 - 5-Way Controls
 - Audio Controls
 - Cruise Controls
- Windows, Power – Front and Rear. Front Row One-Touch-Up/Down Feature (door mounted controls).

SAFETY/SECURITY

- AdvanceTrac™ with RSC® (Roll Stability Control™)
- Airbags
 - First Row: Driver and Passenger Dual-Stage Front, Front-seat Side and Driver/Passenger Knee
 - All Rows: Safety Canopy® Side-Curtain with Rollover Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks, Power
 - Auto lock/Auto unlock
 - Child-Safety Rear
- Head Restraints
 - Two-Way Manually Adjustable (Up/Down) – All Rows. Second Row Center Head Restraint is fixed position.
- Headlamps
 - LED Low and High Beams with Courtesy Delay
 - Wiper-Activated
- Hooks
 - Cargo Net – Four (4)
 - Load Floor Tie-Down – Four (4)
- Individual Tire Pressure Monitoring System (ITPMS)
- LATCH (Lower Anchors and Tether Anchors for Children) on Second and Third Row Outboard Seating Positions
- Mirrors, Sideview – Power Glass, Manual-Folding and Black Molded-in-Color Caps²
- MyKey®
- Personal Safety System™³

¹ E-Z Entry is manually activated

² BLIS® (Blind Spot Information System) with Cross-Traffic Alert is included in the Ford Co-Pilot360™

³ Personal Safety System™ for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System.

2022 EXPLORER BASE STANDARD EQUIPMENT

SAFETY/SECURITY (continued)

- Rear-Window Defroster and Washer
- Safety Belts
 - Front Row – Belt-Minder® (Front Safety Belt Reminder)
 - Front Row – Adjustable Height
 - Second Row – Outboard and Center Seat Shoulder
 - Third Row – Outboard
- SecuriLock® Passive Anti-Theft System (PATS) (Explorer Base Series Only)
- SOS Post-Crash Alert System™

FORD CO-PILOT360™ TECHNOLOGY

- Auto Hold
- Ford Co-Pilot360™
 - Auto High-Beam Headlamps
 - BLIS® (Blind Spot Information System) with Cross-Traffic Alert*
 - Lane-Keeping System
 - Lane-Keeping Alert
 - Lane-Keeping Assist
 - Driver Alert
 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
 - Pedestrian Detection
 - Forward Collision Warning
 - Dynamic Brake Support
 - Rear View Camera⁵
- Headlamps – Autolamp (Automatic On/Off)
- Hill Descent Control™ (4WD Only)
- Hill Start Assist
- Post-Collision Braking
- Rear Parking Sensors
- Side-Wind Stabilization
- Trailer Sway Control

FUNCTIONAL

- 3.58 Non-Limited-Slip Rear Axle (RWD and 4WD)

* BLIS® (Blind Spot Information System) with Cross-Traffic Alert and Trailer Coverage when Class IV Trailer Tow Package (52T) is selected

⁵ With Backup Assist Grid Lines and Washer

FUNCTIONAL (continued)

- Audio
 - AM/FM Stereo
 - MP3 Capable
 - Six (6) Speakers
 - Speed-Compensated Volume
 - SiriusXM® Radio

Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii.

Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.
- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
- FordPass Connect™
 - 4G LTE Wi-Fi hotspot connects up to 10 devices⁶
 - Remotely start, lock and unlock vehicle⁷
 - Schedule specific times to remotely start vehicle⁷
 - Locate parked vehicle⁷
 - Check vehicle status⁷

Note: Ford Telematics™ and Data Services Prep included for Fleet ONLY: FordPass Connect™ 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673)
- Front and Rear Stabilizer Bars
- Independent Front and Rear Suspension
- Intelligent Oil-Life Monitor®
- Keyless-Entry Integrated Key Transmitter Remotes – Two (2)
- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability
 - Pinch-to-Zoom capability included when equipped with available Voice-Activated Touchscreen Navigation System (Navigation is included in the Ford Co-Pilot360™ Assist+ (65S), available on XLT 202A and higher)
 - AppLink®
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - USB Ports, First Row – One (1) "A" and one (1) "C" in the Media Hub

4WD MODELS INCLUDE:

- Intelligent 4WD
- Terrain Management System™

⁶ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features.

To activate, go to www.att.com/ford.

⁷ FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

Crater Lake Ford



Preview Order 1103 - K8B - Base 4WD : Order Summary Time of Preview: 11/03/2021 11:19:10

Dealership Name : Crater Lake Ford

Sales Code : F72407

Dealer Rep.	NICOLAUS BELL	Type	Fleet	Vehicle Line	Explorer	Order Code	1103
Customer Name	Del Norte	Priority Code	A4	Model Year	2022	Price Level	225

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8B0 EXPLORER BASE 4WD	\$35245	.10-SPEED AUTO TRANSMISSION	\$0
.119 INCH WHEELBASE	\$0	P255/65R18 A/S BSW TIRES	\$0
TOTAL BASE VEHICLE	\$35245	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	FRONT LICENSE PLATE BRACKET	\$0
CLOTH SEATS	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
SANDSTONE INTERIOR	\$0	FUEL CHARGE	\$0
EQUIPMENT GROUP 100A	\$0	PRICED DORA	\$0
.18" 5-SPOKE PAINTED ALUM WHLS	\$0	ADVERTISING ASSESSMENT	\$0
.2.3L ECOBOOST I-4 ENGINE	\$0	DESTINATION & DELIVERY	\$1295
			MSRP
TOTAL BASE AND OPTIONS			\$36540
DISCOUNTS			NA
TOTAL			\$36540

This order has not been submitted to the order bank.

This is not an invoice.

Corning Ford

CORNING FORD

Price.....	32,858.00	Trade.....	0.00
Taxable A.M.O.....	189.00	Payoff.....	0.00
Doc Charge.....	85.00	Net Trade.....	0.00
Dealer Smog Fee.....	0.00	Cash Down.....	0.00
Sales Tax.....	2,816.22	Deferred Down.....	0.00
Non-Tax A.M.O.....	0.00	Rebate.....	0.00
Service Contract.....	0.00	Total Down.....	0.00
Subtotal.....	35,948.22		
DMV Fees.....	0.00	APR.....	0.00
State Emissions Charge	0.00	Term.....	1
State Tire Fee.....	8.75	Monthly Payment.....	35,956.97
Electronic Veh Reg....	0.00		
Total Insurance.....	0.00		
Total.....	35,956.97		
Amount Financed.....	35,956.97	Item ===== Term == C/D ===== Total	
Finance Charge.....	0.00	Svc. Cont. 1 0.00	0.00
Total of Payments.....	35,956.97	Mo. Pmt 1 0.00	35956.97

*** Buyer ***

*** 2nd Buyer ***

COUNTY OF DEL NORTE AG

CRESCENT CITY, CA 95531

Soc. Sec. #:
 Home Phone #: (707) 464-7235
 Work Phone #:
 Cell Phone #:
 Drv. Lic. #:
 E-mail:

*** Purchase ***

*** Trade 1 ***

*** Trade 2 ***

Stock #
 Year
 Make
 Model
 Body Style
 Color
 Trim
 Key1 #
 Key2 #
 Weight 2,020
 License
 Odometer
 I.D.
 Cylinders 0
 Vehicle Type USED

*** Bank ***
 NONE

*** Insurance ***

CA

2021 Explorer

EXPLORER

PAINT ⁵⁴

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[Privacy Policy](#)

**Lease based on \$3,617 down payment,
39 month term and 10,500 mileage. \$0 trade-in-value**

.....



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: December 7, 2021

AGENDA DATE: December 14, 2021

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director 
Health and Human Services

SUBJECT: Budget Transfer

RECOMMENDATION FOR BOARD ACTION:

Approve the attached Department of Health and Human Services Budget Transfers:

141-441-90526-049	State Aid – CDPH CERI-21-23-09	\$300,000
141-441-20224-049	Office Supplies	\$ 1,542
141-441-20221-049	Printing	\$ 2,400
141-441-20121-049	Communications	\$ 765
141-441-20230-049	Professional Services	\$ 118,685
141-441-70530-049	Inter-Fund (Social Services)	\$ 176,608

DISCUSSION/SUMMARY:

This transfer is necessary to accept and utilize the grant applied for through California Department of Public Health for the California Equitable Recovery Initiative (CERI).

ALTERNATIVES:

N/A

FINANCING:

No additional County Funds are required.

CHILDREN'S IMPACT STATEMENT:

No impact.

OTHER AGENCY INVOLVEMENT:

None.

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR: Clinton Schaad, YES

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez, YES

COUNTY COUNSEL:

PERSONNEL:

OTHER DEPARTMENT:

Del Norte County Budget Transfer Request

DEC - 7 2021

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s)	
					Reduce Expenditures or Increase Revenue	Increase Expenditures or Reduce Revenue
Public Health	141	441	90526-049	State Aid - CDPH CERI-21-23-09	\$ 300,000	
Public Health	141	441	20224-049	Office Supplies		\$ 1,542
Public Health	141	441	20221-049	Printing		\$ 2,400
Public Health	141	441	20121-049	Communications		\$ 765
Public Health	141	441	20230-049	Professional Services		\$ 118,685
Public Health	141	441	70530-049	Inter-fund Social Services		\$ 176,608
Department complete and send to Auditor's Office for transfer number before sending to					Total Amounts	
					\$ 300,000	\$ 300,000


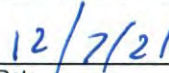
\$ 0

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why request can't be delayed to next budget year.




Auditor-Controller:

(Under \$10,000 joint approval from Auditor's Office and CAO's Office)

TR No. _____ Budget Revision No. 12-01 BT

☒ Includes Revenue Appropriation
 ☒ Requires 4/5ths Vote

County Administrative Officer:

(Under \$10,000 joint approval from Auditor's Office and CAO's Office)

Recommendation: _____ Approve _____
 Deny _____
 Submit for Board approval ☒




Passed by Board of Supervisors of Del Norte County on _____

Ayes:
 Noes:
 Absent:

Attest: Clerk of the Board

By: _____

Chairperson
 Board of Supervisors



Phone
(707) 464-7214

County of Del Norte County
County Administrative Office
981 "H" Street, Ste. 210
Crescent City, California 95531

Fax
(707) 464-1165

AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

FROM: Neal Lopez, County Administrative Officer

SUBJECT: Measure R Tax Implementation Fee

RECOMMENDATION FOR BOARD ACTION: Approve and adopt a Budget Transfer totaling \$1,757.00 within the Measure R Budget Unit to cover the cost incurred by the California Department of Tax and Fee Administration (CDTFA), as requested by the County Administrative Officer.

DISCUSSION/JUSTIFICATION: This transfer is needed to cover the work associated with the implementation of the new Del Norte County Unincorporated Area Transactions and Use Tax (Measure R) for the service period July 01, 2020 to June 30, 2021.

ALTERNATIVE: Do not approve.

FINANCING: This Budget Transfer will be covered within the current FY 21/22 Adopted Budget.

CHILDREN'S IMPACT STATEMENT:

This section meets 0 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.


35

OTHER AGENCY INVOLVEMENT: None

SIGNATURE REQUIRED: Chairman, Board of Supervisors

ADMINISTRATIVE SIGN-OFF:

AUDITOR: Clinton Schaad 

COUNTY ADMINISTRATIVE OFFICER: Neal Lopez 



Invoice Number: TF500379
Invoice Date: 11/08/2021
Due Date: 12/08/2021
Customer ID: CDTFA103570

Dept of Tax and Fee Admin

Del Norte County Unincorporated Area
Attn: County Administrative Officer
981 H Street, Suite 210
Crescent City CA 95531

Received by

NOV 22 2021

Board of Supervisors,
County of Del Norte

The cost (billable amount) incurred by the California Department of Tax and Fee Administration (CDTFA) for work associated with the implementation of the new Del Norte County Unincorporated Area Transactions and Use Tax is \$1,756.82.

<u>Line</u>	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
1	Tax Implementation Service Period 7/1/20 - 6/30/21	1.00	1,756.82	1,756.82

Amount Due (USD): \$ 1,756.82

For billing questions, please contact us at (916)-309-1288
Contains confidential information and unauthorized use or disclosure is prohibited by State law.

Please detach this portion of the bill and return it with your payment.

Customer Name: Del Norte County
Unincorporated Area
Customer ID: CDTFA103570
Invoice ID: TF500379
Due Date: 12/08/2021
Fiscal Year:

Amount Due: \$ 1,756.82
Amount Paid: _____

Remit Payment To:

Dept of Tax and Fee Admin
CA DEPT TAX AND FEE ADMIN
450 N STREET
SACRAMENTO CA 95814

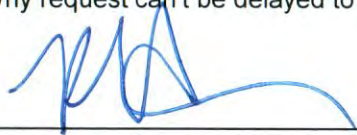
CDTFA103570TF5003790000175682

Del Norte County Budget Transfer Request

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s)	
					Reduce Expenditures or Increase Revenue	Increase Expenditures or Reduce Revenue
MEASURE R	157	527	70918	OP TRANS OUT - OES (253)	\$ 1,757	
MEASURE R	157	527	20280	SPECIAL DEPARTMENT EXPENSE		\$ 1,757
Total Amounts					\$ 1,757	\$ 1,757

Department complete and send to Auditor's Office for transfer number before sending to CAO. Round amounts up to whole dollars.

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why request can't be delayed to next budget year.



12/6/21

Auditor-Controller:

(Under \$10,000 joint approval from Auditor's Office and CAO's Office)


Deputy Auditor-Controller

12/7/21
Date

TR No. _____ Budget Revision No. 12-02 BT

Includes Revenue Appropriation ☒ Requires 4/5ths Vote


County Administrative Officer:

(Under \$10,000 joint approval from Auditor's Office and CAO's Office)

Recommendation: Approve _____

Deny _____

Submit for Board approval ☒


County Administrative Officer

12/07/21
Date

Passed by Board of Supervisors of Del Norte County on _____

Ayes:

Noes:

Absent:

Attest: Clerk of the Board

By: _____

Chairperson
Board of Supervisors



Phone
(707) 464-7214

County of Del Norte
County Administrative Office
981 "H" Street, Ste. 210
Crescent City, California 95531

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Fax
(707) 464-1165

AGENDA DATE: December 14, 2021

TO: Board of Supervisors

**FROM: Neal Lopez, County Administrative Officer
Allen Winogradov, Director of Building Maintenance and Parks**

SUBJECT: Approve and authorize the use of Capital Improvement funding for the replacement of 8 commercial overhead doors at the Agriculture/Animal Control Department facility.

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the use of Capital Improvement funding in the Fiscal Year 2021/2022 Adopted Budget in the amount of Fourteen Thousand Eight Hundred and Forty dollars (\$14,840.00) for the replacement of Eight (8) commercial overhead doors at the Agriculture/Animal Control Department, as requested by County Administrative Officer and the Director of Building Maintenance and Parks.

DISCUSSION/SUMMARY:

At this time, County Administration and Building Maintenance is seeking authorization from the Board of Supervisors to allow for the use of budgeted Capital Improvement funding in order to facilitate the replacement of eight (8) failing overhead commercial garage doors at the Agriculture/Animal Control Department. The Director of Building Maintenance and Parks has secured three bids for the replacement of the garage doors. Attached to this report is the lowest responsive bid at \$14,840.00. The other two bids came in at \$22,804.11 and \$25,910.00 respectively.

Staff attempted to schedule a future facilities committee meeting to discuss this project, but unfortunately a meeting could not occur in a timely manner that would allow for the project to move forward until after the New Year. As the current condition and operation of the doors creates a health and safety concern and considering two out of the three bids received specifically stated they are only good for 15 days, we are here today to avoid any further delay in the process and request that the Board approve the use of the Adopted FY 21/22 Capital Improvement Project funding as stated above to replace the failing/failed garage doors.

ALTERNATIVES:

Not allow the use of Capital Improvement funding for this project.

CHILDREN'S IMPACT STATEMENT:

This section meets 2 of the following outcome measures for children in Del Norte County:

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☒ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to Children as a result of this action.

ADMINISTRATIVE SIGN-OFF:

☐ AUDITOR: Clinton Schaad

☒ COUNTY ADMINISTRATIVE OFFICER: Neal Lopez
ASSISTANT COUNTY ADMINISTRATIVE OFFICER:
COUNTY COUNSEL:
PERSONNEL:
OTHER DEPARTMENT:

NORTHWOODS OVERHEAD DOOR
PO BOX 7317
BROOKINGS, OR 97415
(530) 310-4905
northwoodsdoor@gmail.com
www.northwoodsdoor.com



Del Norte County
2650 Washington BLVD
Crescent City, CA

ESTIMATE

Estimate # 8187

Estimate Date 11/30/2021

Item	Description	Unit Price	Quantity	Amount
	FURNISH AND INSTALL NEW GARAGE DOORS AND OPENERS.	1855.00	8.00	14,840.00
	8 X 10' X 9'			
	NORTHWEST DOOR MODEL 501 TRADITIONAL RAISED PANEL WHITE IN COLOR NON-INSULATED NO GLASS 12" RADIUS TRACK FULL JAMB WEATHER SEAL STRUT ON TOP SECTION			
	8 X 10' OPENERS			
	LIFTMASTER MODEL 84501 BELT DRIVE SLOW START/STOP REMOTE PER UNIT			
	8 X LIFTMASTER EXTERIOR KEYPADAS			
	REMOVAL OF ALL OLD MATERIAL INCLUDED			

	Subtotal	14,840.00
	Total	14,840.00
	Amount Paid	0.00
	Estimate	\$14,840.00

NORTHWEST DOOR

TWENTY YEAR LIMITED WARRANTY

500 SERIES STEEL DOORS

MODELS: 501, 502, 511, 50C, 51C, 501I, 502I & 50CI

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The Series 500 Door, when installed for residential use is warranted against deterioration resulting in sections rusting through for a period of Twenty Years to the original homeowner. Minor scratches and abrasions, which occur in shipping or handling of the doors are not considered a factory defect. All paint system infractions must be touched up to maintain the door warranty. To further maintain this warranty the paint system must be kept free of harmful foreign substances. Normal weather conditions usually would dictate cleaning of the door annually. Doors exposed to harsh environmental conditions such as salt air or high humidity (ABOVE 85%) require more frequent and additional maintenance. Color fading and or chalking of the paint finish is inherent due to prolonged exposure to natural sunlight and is not considered a defect. Paint performance and surface variations which meet or exceed industry standards are not considered reasonable cause for replacement.

Upon inspection, Northwest Door agrees to repair or replace any garage door sections found to be defective by Northwest Door at no charge for up to Five Years, at 75% discount for up to Ten Years, 50% discount up to Fifteen Years and 25% discount up to Twenty Years. All other components of the door and hardware system are warranted against defects in material and/or workmanship for a period of one year from the shipment date. Northwest Door will not be responsible for painting, shipping, transportation, labor, and/or field service charges.

No warranty is expressed or implied for merchantability or suitability for particular applications of purposes either determined by the purchaser or not. No other warranties are expressed or implied by Northwest Door, nor shall they extend beyond the stated time period.

Northwest Door reserves the sole right to determine whether the defect is a result of product failure or abuse to the product. This warranty shall be void, if in Northwest Door's judgment, the product was subjected to abuse, misuse, neglect or if the product was altered during or after installation in any way that may have impaired its safety, operation or efficiency. Northwest Door will not be responsible for damages resulting from the product being subjected to an accident.

Northwest Door's warranty is strictly and expressly limited and is in lieu of all other warranties, expressed or implied, by operation of law or otherwise. In no event shall Northwest Door be liable for special, incidental or consequential damages, subject to specific rights afforded to a buyer in various states regarding limitations and time periods.

WARNING: Only an **EXPERIENCED DOOR TECHNICIAN** such as your Northwest Door Dealer should make any adjustments to the door. Serious injury can result from improper adjustments to the product.

PAINTING YOUR DOOR

This quality steel door comes with a baked-on polyester enamel coating. To add another finish to the door, the following procedures are recommended.

To improve the adhesion of the paint, lightly scuff the door's surface with a "Scotch Bright" type scouring pad to reduce gloss (DO NOT USE STEEL WOOL). Do not expose bare metal. Any exposed bare metal must be coated with a primer specifically intended for metal.

First clean your door with a mild solution of Tri Solvent Phosphate, followed by a 10:1 mixture of water and vinegar. Rinse the door thoroughly with clean water and let dry completely before painting.

DO NOT PAINT IN DIRECT SUNLIGHT or if THE DOOR'S SURFACE IS WARM TO THE TOUCH. Dark colors are not recommended where

(Continued on page 2 of 2)

NORTHWEST DOOR

TWENTY YEAR LIMITED WARRANTY

500 SERIES STEEL DOORS

MODELS: 501, 502, 511, 50C, 51C, 501I, 502I & 50CI

Page 2 of 2

the door is exposed to direct sunlight for extended periods, such as a southern to western exposure. Dark colors absorb and retain the heat and can lead to peeling of the paint coating. A top coating of a high quality 100% acrylic exterior latex paint is recommended for the door. At this point, care must be exercised not to paint joint and edge seals, in that; surfaces painted and pressed against the seal will adhere and cause seal damage. Also, to ensure the finish paint is compatible, always paint a sample area to test adhesion.

Finally, check your paint manufacture's instructions carefully for any additional recommendations and future maintenance requirements.

INSTALLATION OF A GARAGE DOOR OPENER (G.D.O.)

Installation of a G.D.O. requires the full width the top section of the door to be properly reinforced. Northwest Door recommends a professional installing dealer for your G.D.O. needs. Any G.D.O. not installed by a professional garage door installation company voids this warranty. Garage door openers, when not installed correctly can cause injury or death. Check the G.D.O. owner's manual for proper installation and adjustments. Monitor these adjustments monthly. Damage to your door by a G.D.O. is not a factory defect and not covered under this warranty.

This warranty is specifically limited to the original purchaser and does not include normal wear, or damage beyond Northwest Door's control. This warranty is void if visible evidence indicates that recommended installation procedures and maintenance instructions were not followed.



Phone
(707) 464-7214

County of Del Norte County
County Administrative Office
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Fax
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AGENDA DATE: December 14, 2021

TO: Del Norte County Board of Supervisors

**FROM: Neal Lopez, County Administrative Officer
Clinton Schaad, Auditor-Controller**

SUBJECT: Excess Funds, Trindel Insurance Fund

RECOMMENDATION FOR BOARD ACTION:

Approve the County Administrative Officer (CAO) to sign the "Return of Funds for 2020-21" letter from Trindel Insurance Fund (Trindel) requesting that a portion of excess funds be transferred between insurance programs for the County of Del Norte and have the remainder of the excess funds returned to the County and authorize the Auditor-Controller to establish a Special Revenue Fund to deposit and account for the funds that are returned as requested by the CAO and the Auditor-Controller (Auditor).

DISCUSSION/JUSTIFICATION:

Annually, an actuarial review and audit are conducted on the Trindel Insurance Fund, which consists of funds from eleven (11) member counties. Del Norte County is a member of this fund. Each individual member county that is determined to have retained earnings in excess of their required Self Insured Retention (SIR) and calculated claims liability is eligible to have 50% of their excess funds returned to them, credited to future premiums, retained by Trindel or any combination of these options as requested by the member. If retained by Trindel, the member may elect to keep the excess funds in the program they are currently in or transfer excess funds between programs such as Liability, Property, Workers Comp, Medical Malpractice, Pollution, etc. Excess funds are calculated for each member and each program individually. If one or more programs have excess funds, the County can elect to transfer those funds to a County program that may not be doing as well.

The CAO and the Auditor are requesting that Three Hundred Thousand dollars (\$300,000.00) be transferred from the Liability program equally to the Property, Pollution and Medical Malpractice programs at One Hundred Thousand (\$100,000.00) each and that the excess funds in the Workers Comp program of Two Million Three Hundred Thousand dollars (\$2,300,000.00) as well as the remaining funds in the Liability program

of Sixteen Thousand One Hundred and Seventeen dollars (\$16,117.00) after the above requested transfer, be returned to the County and deposited in a fund established by the Auditor-Controller.

The County Administrative Officer and Auditor-Controller will return to the Board of Supervisors in a regularly scheduled meeting in 2022 to present allowable uses of these funds.

ALTERNATIVE:

Deny the request and chose an alternative for the excess funds from the options listed above.

FINANCING:

There is no financing needed for this request.

CHILDREN'S IMPACT STATEMENT:

This section meets Choose an item. **of the following outcome measures for children in Del Norte County:**

- ☐ Children ready for and succeeding in school.
- ☐ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☐ Families are safe, stable and nurturing.
- ☐ Communities are safe and provide a high quality of life.
- ☒ No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT:

Trindel Insurance Fund

SIGNATURE REQUIRED:

ADMINISTRATIVE SIGN-OFF:

☒ AUDITOR:

☒ COUNTY ADMINISTRATIVE OFFICER:

☐ ASSISTANT COUNTY ADMINISTRATIVE OFFICER:

☐ COUNTY COUNSEL: ☐ PERSONNEL:

☐ OTHER DEPARTMENT:

Trindel

Insurance Fund

A Joint Powers Authority for the Rural California Counties of
Alpine - Colusa - Del Norte - Lassen - Modoc - Mono - Plumas - San Benito - Sierra - Sutter - Trinity

RECEIVED
DEL NORTE COUNTY

OCT 25 2021

HUMAN RESOURCES/
RISK MANAGEMENT

Dear Neal Lopez,
County Administrative Officer, Del Norte County:

October 22, 2021

Subject: Return of Funds for 2020-21
Resolutions 22-01, Policy on Dividends and Level of Retained Earnings for Member Funds.

At the September 2021 Board of Directors meeting the Board approved the return of funds for 2020-21 (Attachment A). The excess funds for Del Norte County are listed below for each program. Please select the option your County would like to exercise for the 2021-22 year. Once selected please sign, date, and return to Trindel.

I have also included the counties Statement of Net Position (Attachment B) with expected claims liability for all programs. Please reach out to me if you would like to rebalance the county funds between programs (i.e. Workers' Compensation, Liability, Property, Pollution, Medical Malpractice, and Leadership Training).

Del Norte County is well funded in Workers' Comp and Liability funds. I recommend increasing the net position of Property, Pollution, and Medical Malpractice funds by \$100,000 each and then exercise a return of funds to the county with all or a portion of amounts shown below.

Workers' Compensation:

\$ 2,300,000

- _____, Apply credit to the Workers' Compensation premium.
_____, Keep the funds in the Workers' Compensation program at Trindel.
_____, Return funds to County.

Liability Program:

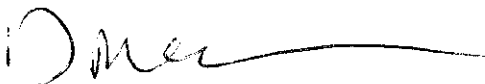
\$ 316,117

- _____, Apply credit to the Liability Property premium.
_____, Keep the funds in the Liability Property program at Trindel.
_____, Return funds to County.

Signed _____ Date _____

As always, if you have any questions please do not hesitate to contact me.

Sincerely,



David Nelson, Executive Director

Phone (530) 623-2322 • Fax (530) 623-5019
P.O. Box 2069, Weaverville, CA 96093

www.trindel.org

